



COUNCIL REGULAR SESSION

Wednesday, February 02, 2022 at 7:00 PM

COUNCIL MEMBERS:

Mayor Rick Scholl
Council President Doug Morten
Councilor Patrick Birkle
Councilor Stephen R. Topaz
Councilor Jessica Chilton

LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)
Website | www.sthelensoregon.gov
Email | kpayne@sthelensoregon.gov
Phone | 503-397-6272
Fax | 503-397-4016

AGENDA

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

VISITOR COMMENTS – *Limited to five (5) minutes per speaker*

ORDINANCES – *First Reading*

1. **Ordinance No. 3280:** An Ordinance to Annex and Designate the Zone of Certain Property at 58389 Columbia River Highway

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

2. Agreement with Walker Consultants for Professional Forensic Engineering Services for 2.0 MG Reservoir Liner
3. Lease Renewal for Masonic Building at 231 & 235 S. 1st Street
4. Contract with St. Helens II LLC for Construction of Required Improvements at Columbia Commons Lot 4
5. Agreement with Gabriel Shepherd to Transcribe City Council Meeting Recordings
6. Contract Payments

CONSENT AGENDA FOR ACCEPTANCE

7. Library Board Minutes dated December 13, 2021

CONSENT AGENDA FOR APPROVAL

8. Council Minutes:
 - Work Session, Executive Session, and Regular Session Minutes dated January 5, 2022
 - Special Session Minutes dated January 12, 2022
 - Work Session, Executive Session, Public Forum, Public Hearings, and Regular Session Minutes dated January 19, 2022
9. New Accountant I, II, & III and IT Specialist I, II, & III Job Descriptions
10. OLCC Licenses
11. Accounts Payable Bill Lists

WORK SESSION ACTION ITEMS

MAYOR SCHOLL REPORTS

COUNCIL MEMBER REPORTS

OTHER BUSINESS

ADJOURN

VIRTUAL MEETING DETAILS

Join: <https://us02web.zoom.us/j/82455388761?pwd=NmhWaVIRRVVmV1ZsWEVFSnFEVzlwZz09>

Meeting ID: 824 5538 8761

Passcode: 859746

Dial: 253-215-8782

The St. Helens City Council Chambers are handicapped accessible. If you wish to participate or attend the meeting and need special accommodation, please contact City Hall at 503-397-6272 in advance of the meeting.

Be a part of the vision...Get involved with your City...Volunteer for a City of St. Helens Board or Commission!

For more information or for an application, stop by City Hall or call 503-366-8217.

City of St. Helens
ORDINANCE NO. 3280

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN
PROPERTY AT 58389 COLUMBIA RIVER HIGHWAY

WHEREAS, applicant Michelle Eggers requested to annex to the City of St. Helens certain property at 58389 Columbia River Highway. This property is also described per **Exhibit A**; and

WHEREAS, the applicant has consented in writing to the proposed annexation; and

WHEREAS, the applicant constitutes 1) all the owners of the property to be annexed, and 2) more than half of the owners of the property to be annexed own more than half of such property representing more than half of the assessed value pursuant to ORS 222.170(1); and

WHEREAS, the City Council must determine the incorporated Comprehensive Plan Map designation and the Zone Map designation; and

WHEREAS, appropriate notice has been given and a public hearing was held January 19, 2022 on the annexation proposal; and

WHEREAS, the Council has considered findings of compliance with criteria and law applicable to the proposal.

NOW, THEREFORE, THE CITY OF ST. HELENS DOES ORDAIN AS FOLLOWS:

Section 1. The above recitations are true and correct and are incorporated herein by this reference.

Section 2. The property described **Exhibit A** and depicted in **Exhibit B** is hereby accepted for annexation to the City of St. Helens.

Section 3. The St. Helens Zoning Ordinance Map is hereby amended to reflect that the property described herein shall be zoned Highway Commercial, HC.

Section 4. The St. Helens Comprehensive Plan Map is hereby amended to reflect that the property described herein shall be designated as Highway Commercial (Incorporated).

Section 5. In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.7.21 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** and made part of this reference.

Section 6. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time:	February 2, 2022
Read the second time:	February 16, 2022

APPROVED AND ADOPTED this 16th day of February 2022 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land located in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, of Section 8, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

Beginning at a point along the South right-of-way line of 1st Street, said point being the most Northerly corner of Lot 4, Block 1, Golf Club Addition to St. Helens, Columbia County, Oregon, also the **True Point of Beginning**;

Thence, South 69°01' East along the North line of said Lot 4 a distance of 122.98 feet to the West right-of-way line of Columbia River Highway (US 30);

Thence, Southwesterly along said right-of-way line a distance of 100 feet;

Thence, North 69°01' West a distance of 52.8 feet;

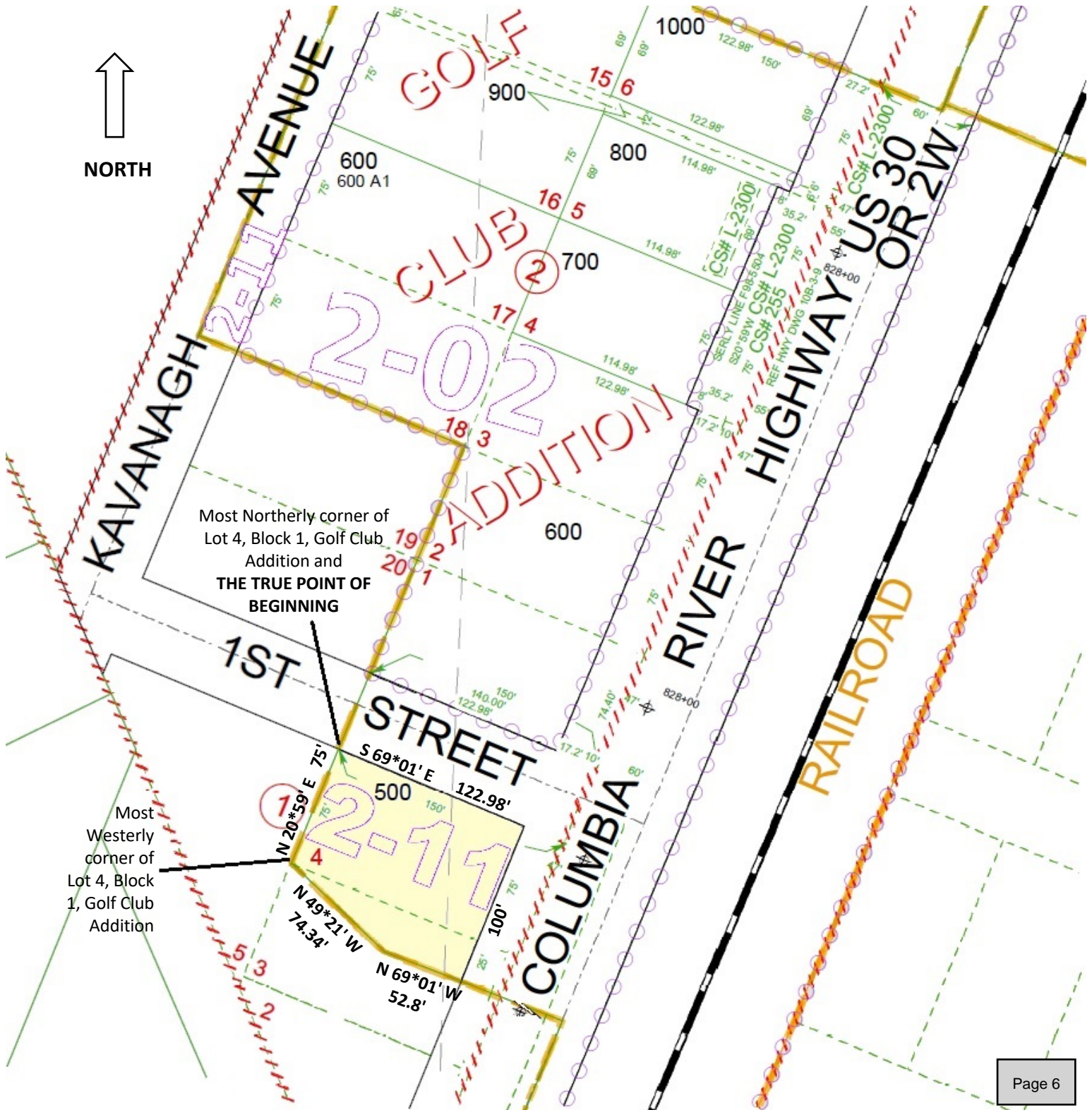
Thence, North 49°21' West a distance of 74.34 feet to the most Westerly corner of Lot 4, Block 1, Golf Club Addition to St. Helens, Columbia County, Oregon;

Thence, North 20°59' East along the West line of said Lot 4 a distance of 75 feet to the **True Point of Beginning**.

EXHIBIT B

N.W. 1/4 S.E. 1/4 SEC.8 T.4N. R.1W. W.M.

COLUMBIA COUNTY



**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT & CONCLUSIONS OF LAW
Annexation A.7.21**

APPLICANT: Michelle Eggers
OWNERS: Bart & Janet Grabhorn
ZONING: Columbia County's Commercial-General (C-3)
LOCATION: 58389 Columbia River Highway
 4N1W-8DB-500
PROPOSAL: The property owner filed consent to annex because they would like to use the City's development rules and eventually connect to City utilities.

SITE INFORMATION / BACKGROUND

This lot requested to be annexed is 0.26 acres in size (11,475 square feet). It is an underdeveloped corner lot that abuts Columbia River Highway to the east and 1st Street to the north. There is a small (under 200 square foot) structure, a freestanding message board sign, and a cyclone fence surrounding the property. The property is relatively flat but elevated compared to US 30 and 1st Street. There are no trees on the lot, and it is mostly covered with gravel. There is an existing curb with a curb cut and paved access to the property but there are no sidewalks or gutters along 1st Street. There is an existing curb tight sidewalk along US 30. Both City water and sanitary sewer are available in the 1st Street right-of-way when the applicant is ready to develop the site.

PUBLIC HEARING & NOTICE

Public hearing before the Planning Commission for *recommendation to the City Council*: December 14, 2021. Public hearing before the City Council: January 19, 2022.

Notice of this proposal was sent to the Oregon Department of Land Conservation and Development on November 9, 2021 through their PAPA Online Submittal website.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject property on November 23, 2021 via first class mail. Notice was sent to agencies by mail or e-mail on the same date.

Notice was published on December 1, 2021 in The Chronicle newspaper.

AGENCY REFERRALS & COMMENTS

Columbia County Land Development Services: Supports this annexation as presented since this property is within the City's Urban Growth Boundary.

Columbia County Public Works Department: No comments or concerns.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.08.040 (1) – Quasi-judicial amendment and standards criteria

- (a) A recommendation or a decision to approve, approve with conditions, or to deny an application for a quasi-judicial amendment shall be based on all of the following standards:
 - (i) The applicable comprehensive plan policies and map designation; and that the change will not adversely affect the health, safety, and welfare of the community; and
 - (ii) The applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197, until acknowledgment of the comprehensive plan and ordinances; and
 - (iii) The standards applicable of any provision of this code or other applicable implementing ordinance.
- (b) Consideration may also be given to:
 - (i) Any applicable evidence of change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or zoning map as it relates to the property which is the subject of the development application.

Discussion: (a)(i) The Comprehensive Plan designation for the subject property is Unincorporated Highway Commercial. Applicable designation and zoning district for annexation are discussed later.

There is no known conflict with the general Comprehensive Plan policies identified in Chapter 19.08 SHMC. Note that SHMC 19.08.030 discusses public services and facilities and includes utility provisions (e.g., water and sewer) as well as services such as police and library. In sum, all services are intertwined; the consent to annexation allows connection to City sewer to support existing and future development on the subject property, and, once annexed, all other City services/facilities. By this process, the proposal complies with this aspect of the Comprehensive Plan. There is no known conflict with the specific Comprehensive Plan policies identified in Chapter 19.12 SHMC.

There is no known conflict with the addendums to the Comprehensive Plan which includes Economic Opportunities Analysis (Ord. No. 3101), Waterfront Prioritization Plan (Ord. No. 3148), the Transportation Systems Plan (Ord. No. 3150), the Corridor Master Plan (Ord. No. 3181), the Parks & Trails Master Plan (Ord. No. 3191), the Riverfront Connector Plan (Ord. No. 3241), and the Housing Needs Analysis (Ord. No. 3244).

Finally, there is no evidence that this proposal will be contrary to the health, safety, and welfare of the community.

(a)(ii) The City's Comprehensive Plan has been adopted by the State, thus, the applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197 do not need to be analyzed per this section.

(a)(iii) In addition, Section 3 of the City's Charter states that "annexation, delayed or otherwise, to the City of St. Helens, may only be approved by a prior majority vote among the electorate." However, during the 2016 Legislative Assembly, Senate Bill 1578 was passed. It states that a City shall annex the territory without submitting the proposal to the electors if certain criteria are met:

1. Property is within the UGB
2. Property will be subject to the City's Comprehensive Plan
3. Property is contiguous to the City limits or is separated by only a public right of way or body of water
4. Property conforms to all other City requirements

This property is separated by only a public right-of-way to City limits. As this proposal meets these criteria, this property will **not** be subject to a majority vote among the electorate.

Other provisions applicable to this proposal are discussed elsewhere herein.

(b) There is no evidence of a change in neighborhood, or mistake or inconstancy in the Comprehensive Plan or Zoning Map.

Finding: The quasi-judicial amendment and standards criteria are met.

SHMC 17.08.060 – Transportation planning rule compliance

- (1) Review of Applications for Effect on Transportation Facilities. A proposed comprehensive plan amendment, zone change or land use regulation change, whether initiated by the city or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with OAR 660-012-0060 (the Transportation Planning Rule ("TPR")). "Significant" means the proposal would:
 - (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);
 - (b) Change standards implementing a functional classification system; or
 - (c) As measured at the end of the planning period identified in the adopted transportation system plan:
 - (i) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;
 - (ii) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or
 - (iii) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.
- (2) Amendments That Affect Transportation Facilities. Comprehensive plan amendments, zone changes or land use regulations that significantly affect a transportation facility shall ensure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the TSP. This shall be accomplished by one or a combination of the following:
 - (a) Adopting measures that demonstrate allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.
 - (b) Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of OAR 660-012-0060.
 - (c) Altering land use designations, densities, or design requirements to reduce demand for vehicle travel and meet travel needs through other modes of transportation.
 - (d) Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.
- (3) Traffic Impact Analysis. A traffic impact analysis shall be submitted with a plan amendment or zone change application, as applicable, pursuant to Chapter 17.156 SHMC.

Discussion: This section reflects State law regarding the Transportation Planning Rule (TPR): Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility. **Current zoning of the property is Columbia County's Commercial-General (C-3) and the City's only zoning option given annexation is Highway Commercial.**

Generally, when comparing potential land use impact on transportation facilities, the *reasonable worst case scenario* for the existing and proposed designation/zone are considered. The potential land uses are very similar for both the City and County. The City's zoning is comparable to the County with regards to the possible intensity of uses allowed and potential vehicular trips generated. Thus, this proposal will not affect an existing or planned transportation facility.

Finding: No transportation facility will be significantly affected by this proposal. No traffic impact analysis is warranted.

SHMC 17.28.030 (1) – Annexation criteria

- (a) Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area; and
- (b) Comply with comprehensive plan amendment standards and zoning ordinance amendment standards and not be in conflict with applicable comprehensive plan policies and implementing ordinances; and
- (c) Complies with state laws; and
- (d) Abutting roads must meet city standards or property owner will be required to sign and record an irrevocable consent to local improvement district; and
- (e) Property exceeding 10 acres in gross size must show a need on the part of the city for such land if it is designated residential (e.g., less than five years' supply of like designated lands in current city limits).

Discussion: (a) Water – The site is not currently connected to City water, although it is available in the 1st Street right-of-way abutting the property when the applicant desires to connect with development. Regarding capacity, the City's current water capacity is 6 million gallons/day and the peak flow, usually in the summer, is 3 to 4 million gallons/day. Additionally, the City has the capacity of approximately 10 million gallons to meet future demands. Any additional uses that occur on the subject property can be accommodated by the City's municipal water system as infrastructure has substantial capacity available.

Sewer – Sewer is also available within the 1st Street right-of-way when the applicant desires to connect with development. With regards to capacity, the City's wastewater treatment plant currently has a daily limit (physically and as permitted by DEQ) to handle over 50,000 pounds of Biochemical Oxygen Demand (BOD) and a monthly average limit of 26,862 pounds. This is the "loading" or potency of the wastewater received by the plant. The average daily BOD is well below this at only 1,500 pounds. Thus, any potential uses that occur on the subject property can be accommodated by the City's sanitary sewer system as infrastructure is in place and there is substantial capacity available.

Transportation - As described above, this proposal poses no significant impact on a transportation facility.

Finding: Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area.

(b) There has not been an established land use on the subject property in some years. Any use would likely require land use permitting and be required to comply with our standards.

Finding: There is no known conflict with the Comprehensive Plan and implementing ordinances.

(c) With regards to Oregon Revised Statutes (ORS), city annexations of territory must be undertaken consistent with ORS 222.111 to 222.183.

Pursuant to ORS 222.111(1), a City may only annex territory that is not within another City, and the territory must either be contiguous to the annexing City or be separated from the City only by a body of water or public right-of-way. The subject property is not within another City's jurisdiction and City of St. Helens corporate limits lies on the north and east sides of the subject property.

Although undertaking an annexation is authorized by state law, the manner in which a city proceeds with annexation is also dictated in the city charter. ORS 222.111(1) references a city's charter as well as other ORS. St. Helens' Charter requirements pertaining to annexations are noted above.

Per ORS 222.111(2) an annexation may be initiated by the owner of real property or the city council. This annexation request was initiated by the property owner. Further, ORS 222.125 requires that that all property owners of the subject property to be annexed and at least half of the electors residing on the property consent in writing to the annexation. These documents were submitted with the annexation application.

ORS 197.175(1) suggests that all annexations are subject to the statewide planning goals.

The statewide planning goals that could technically apply or relate to this proposal are Goals 1, 2, 11 and 12.

- ***Statewide Planning Goal 1: Citizen Involvement.***

Goal 1 requires the development of a citizen involvement program that is widespread, allows two-way communication, provides for citizen involvement through all planning phases, and is understandable, responsive, and funded.

Generally, Goal 1 is satisfied when a local government follows the public involvement procedures set out in the statutes and in its acknowledged comprehensive plan and land use regulations.

The City's Development Code is consistent with State law with regards to notification requirements. Pursuant to SHMC 17.20.080 at least one public hearing before the Planning Commission and City Council is required. Legal notice in a newspaper of general circulation is also required. The City has met these requirements and notified DLCD of the proposal.

- ***Statewide Planning Goal 2: Land Use Planning.***

This goal requires that a land use planning process and policy framework be established as a basis for all decisions and actions relating to the use of land. All local governments and state agencies involved in the land use action must coordinate with each other. City, county, state and federal agency and special districts plans and actions related to land use must be consistent with the comprehensive plans of cities and counties and regional plans adopted under Oregon Revised Statutes (ORS) Chapter 268.

Generally, Goal 2 requires that actions related to land use be consistent with acknowledged Comprehensive Plans and coordination with affected governments and agencies and be based on an adequate factual base. The City has an adopted Comprehensive Plan, compliance of this proposal which is addressed herein. Moreover, explanation and proof of coordination with affected agencies and factual base are described herein, as well, including inventory, needs, etc.

- ***Statewide Planning Goal 11: Public Facilities and Services.***

Goal 11 requires cities and counties to plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development. The goal requires that urban and rural development be "guided and supported by types and levels of urban and rural public facilities and services appropriate for, but limited to, the needs and requirements of the urban, urbanizable and rural areas to be served."

City water sewer capacities are adequate to serve the subject property. This is explained above. The existing development is adequately served.

- ***Statewide Planning Goal 12: Transportation.***

Goal 12 requires cities, counties, metropolitan planning organizations, and ODOT to provide and encourage a "safe, convenient and economic transportation system." This is accomplished through development of Transportation System Plans based on inventories of local, regional and state transportation needs. Goal 12 is implemented through OAR 660, Division 12, also known as the Transportation Planning Rule ("TPR"). The TPR contains numerous requirements governing transportation planning and project development.

Traffic impacts and the City's provisions that address the TPR are explained above. This proposal will not significantly affect an existing or planned transportation facility.

(d) The subject property abuts Highway 30 in the front. Highway 30 is a major arterial with curb-tight sidewalks abutting the subject property, which does not meet our typical cross section standard. The existing right-of-way for major arterials is 101', which is also not met. The subject property also abuts 1st Street which has a 50' wide right-of-way. This meets the minimum

standard for local streets. 1st Street only has an existing curb without sidewalks or gutters.

However, this property not the subject of a current development land use review, which provides the legal nexus and proportionality to require such improvements or right-of-way dedications. As such, no improvements are warranted with this proposal.

(e) The subject property is not greater than 10 acres in gross size. A needs analysis is not necessary.

Finding: The annexation approval criteria are met for this proposal.

SHMC 17.28.030 (2) – Annexation criteria

The plan designation and the zoning designation placed on the property shall be the city's zoning district which most closely implements the city's comprehensive plan map designation.

Discussion: The Comprehensive Plan designation is currently Unincorporated Highway Commercial (UHC). The City's only zoning option given annexation is Highway Commercial (HC). The Comprehensive Plan designation would thus be Highway Commercial (Incorporated) (HC).

Finding: Upon annexation, the subject property's Comprehensive Plan designation shall be Highway Commercial (Incorporated) and zoned Highway Commercial (HC).

SHMC 17.112.020 – Established & Developed Area Classification criteria

- (1) Established Area.
 - (a) An "established area" is an area where the land is not classified as buildable land under OAR 660-08-0005;
 - (b) An established area may include some small tracts of vacant land (tracts less than an acre in size) provided the tracts are surrounded by land which is not classified as buildable land; and
 - (c) An area shown on a zone map or overlay map as an established area.
- (2) Developing Area. A "developing area" is an area which is included in the city's buildable land inventory under the provisions of OAR except as provided by subsection (1)(b) of this section.

Discussion: OAR 660-008-0005 classifies *buildable land* as:

Residentially designated land within the urban growth boundary, including both vacant and developed land likely to be redeveloped, that is suitable, available and necessary for residential uses. Publicly owned land is generally not considered available for residential uses. Land is generally considered "suitable and available" unless it:

- (a) Is severely constrained by natural hazards as determined under Statewide Planning Goal 7;
- (b) Is subject to natural resource protection measures determined under Statewide Planning Goals 5, 6, 15, 16, 17 or 18;
- (c) Has slopes of 25 percent or greater;
- (d) Is within the 100-year flood plain; or
- (e) Cannot be provided with public facilities.

OAR 660-008-0005 generally defines "Buildable Land" as vacant residential property not constrained by natural hazards or resources, and typically not publicly owned.

Finding: The subject property is not zoned residential. This provision does not apply.

CONCLUSION & DECISION

Based upon the facts and findings herein, and the recommendations of staff and the Planning Commission, the City Council approved this annexation and that upon annexation, the subject property will have a Comprehensive Plan designation of Highway Commercial (Incorporated) HC and be zoned Highway Commercial (HC).

This annexation will **not be subject to voter approval subsequent to this land use process.**

Rick Scholl, Mayor

Date

PERSONAL SERVICES AGREEMENT



Professional Forensic Engineering Services for 2.0 MG Reservoir Liner



PROJECT NO. W-449C



WALKER
CONSULTANTS

2101 FOURTH AVE, SUITE 1210
SEATTLE, WA 98121
206.745.9555

WWW.WALKERRESTORATION.COM

CITY OF ST. HELENS | PUBLIC WORKS DEPARTMENT | ENGINEERING DIVISION
265 STRAND STREET | ST. HELENS, OREGON 97051 | WWW.STHELENSOREGON.GOV



ATTACHMENT A – PROPOSAL SIGNATURE PAGE

The undersigned hereby submits this proposal to furnish all work, services systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposal, Personal Services Contract, and associated inclusions and references, specifications, Proposal Form, Consultant response, mutually agreed clarifications, exceptions which are acceptable to the City, and all other Consultant submittals.

The undersigned hereby certifies and represents that the Consultant:

- has examined and is thoroughly familiar with the Request for Proposal
- has examined and is thoroughly familiar with the Personal Services Contract, and agrees to accept the contract terms, and execute such contract upon award
- understands that the City reserves the right to accept a proposal or reject all proposals if deemed in the best interest of the City
- understands that all information included in, attached to, or required by this RFP shall be public record subject to disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502.

Receipt of Addenda

Consultant acknowledges that ADDENDA NUMBERED N/A THROUGH N/A have been reviewed as part of the Request for Proposal.

Signature

The Consultant hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Walker Consultants

CONSULTANT FIRM NAME

Vlad Ivanov

CONTACT PERSON

2101 4th Avenue, Ste 1210, Seattle, WA 98121

MAILING ADDRESS, CITY, STATE, AND ZIP CODE

206.745.9555

FIRM TELEPHONE NUMBER

206.227.2877

CONTACT PERSON TELEPHONE

vivanov@walkerconsultants.comw

CONTACT PERSON EMAIL ADDRESS

Vlad Ivanov, Managing Principal

PRINT NAME AND TITLE OF FIRM'S AUTHORIZED
REPRESENTATIVE

SIGNATURE OF FIRM'S AUTHORIZED
REPRESENTATIVE

11/19/2021

DATE

ATTACHMENT B – PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **Walker Consultants** (“Contractor”).

RECITALS

- A. The City is in need of professional engineering consulting services to investigate the failure of a membrane installed inside the City's 2.0 MG Water Reservoir, and Contractor is qualified and prepared to provide such services.
- B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. **Engagement.** The City hereby engages Contractor to provide services (“Services”) related to Water System Master Plan update, and Contractor accepts such engagement. The principal contact for Contractor shall be Vlad Ivanov, phone 206.745.9555, 206.227.2877.
2. **Scope of Work.** The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.
3. **Term.** Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on 12/31/2022. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.
4. **Compensation.** The terms of compensation for the initial term shall be as provided in Attachment C.
5. **Payment.**
 - 5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City's travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor's cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.
 - 5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of

receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.3 The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.

5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

6. Document Ownership. Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

7. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

CITY:

City of St. Helens
Attn: City Administrator
265 Strand Street
St. Helens OR 97051

CONTRACTOR:

Walker Consultants
Attn: Vlad Ivanov
2101 4th Avenue, Ste 1210
Seattle, WA 98121

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

8. Standard of Care. Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

10. Insurance.

- 10.1 At all times during the term of this Agreement, Contractor shall carry, maintain, and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.
- 10.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.
- 10.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.
- 10.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).
- 10.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

11. Termination. Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

12. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

13. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

14. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15. Indemnification. Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to

any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

16. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

17. Compliance with Law.

17.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

17.2 Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or 29 USC Sections 201 through 209.

17.3 Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

17.4 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

17.5 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. _____]

18. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

19. Publicity. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

20. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

21. Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

22. Default.

A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

22.1 Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

22.2 Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.

22.3 If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

23. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

24. Inspection and Audit by the City.

24.1 Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

24.2 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

24.3 This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

25. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

26. Severance. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents, and Contractor has executed this Agreement on the date written below.

CITY:

CITY OF ST. HELENS

Council Meeting Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

Walker Consultants

Signature:  _____

Print: Vladimir Ivanov, PE SE

Title: Managing Principal

Date: Jan 21, 2022

APPROVED AS TO FORM:

By: _____
City Recorder

ATTACHMENT C – SCOPE OF WORK



January 7, 2022

Ms. Sharon Darroux
Project Manager
City of St. Helens
265 Strand Street
St. Helens, OR 97051

Re: *Proposal for Forensic Consulting Services*
St. Helens Reservoir

Dear Ms. Darroux,

Per your request, Walker Restoration Consultants (WALKER) is pleased to submit this proposal to provide professional services for the investigation and repairs of the 2.0 MG Reservoir liner.

PROJECT UNDERSTANDING

It is our understanding that the City of St. Helens is looking to retain an experienced consultant to investigate the failure of the liner membrane installed inside the City's 2.0 MG Water Reservoir in 2017. Walker will evaluate the condition of the liner, previous repairs and overall existing condition of the reservoir (including walls, joints, drains), formulate opinions of reasons for membrane failure and potential contributing factors to the continued leakage/water loss, prepare recommended remediation actions and serve as the expert witness in the case the City decide to proceed with any legal action.

SCOPE OF SERVICES

Our scope of services will include:

TASK 1 – INVESTIGATION

1. ☐ Meet with the City of St Helens representatives to review project objectives and history of renovations, previous repairs, upgrades, and evaluations.
2. ☐ Review available evaluation reports, drawings, specifications, and materials testing reports, to familiarize ourselves with the original construction. We will also review available documentation regarding maintenance, previous repairs, and renovations performed to the structure.
3. ☐ Create CAD files including details from drawings provided by the City, or from site survey if no drawings are available for use in documentation in the investigation and/or repairs.
4. ☐ Conduct a field evaluation of the reservoir to document the current physical condition.
 - ☐ Perform a visual review to document noticeable distress such as crack patterns, deflection profiles, spalls, scaling, liner condition, evidence of breaches in the membrane and other similar adverse conditions. In addition to documenting the nature of noticeable adverse conditions, this review will be utilized to document and project restoration quantities.

- ☐ Perform non-destructive evaluation as needed which may include one or more of the following:
 - ☐ Ground-penetrating radar (GPR), which detects embedded utilities, voids, and other anomalies
 - ☐ Electronic leak detection to identify breaches
 - ☐ Isolated flood testing
 - ☐ Perform exploratory openings with the assistance of restoration contractor to verify hidden as-built conditions.
5. ☐ Compile and analyze field evaluation data to generate repair alternatives, recommendations, and opinions of probable costs of construction.
6. ☐ Prepare a written report outlining our observations and evaluation results including representative photographs of deficiencies identified and recommendations for repairs/maintenance, and an opinion of probable costs.
7. ☐ Develop a conceptual Phasing Plan for recommended repairs, which will consider:
- ☐ Available funds
 - ☐ Capital priority
 - ☐ Bidding at optimal time (release bid documents beginning of the year)
 - ☐ Permit schedule
 - ☐ Noise, dust, staging, and other construction-related coordination
8. ☐ Meet with City's representatives to discuss repair costs and phasing plan.

TASK 2 – CONSTRUCTION DOCUMENTS

1. ☐ Attend pre-design meeting with the City to review and verify the objectives and approach for the repair program
- ☐ Confirm scope of work
 - ☐ Review anticipated construction schedule and priorities
 - ☐ Update the opinion of probable cost, if required
2. ☐ Develop repair documents, consisting of plans, details, and technical specifications.
- ☐ The drawings and details will outline the location and extent of repairs, as well as interface requirements of repairs with adjacent substrates and materials.
 - ☐ The specifications will provide the administrative requirements, and material performance specifications as well as requirements for execution of the work.
3. ☐ Provide 90% CD drawings and specifications for City review.
4. ☐ Develop 100% CDs for use in obtaining competitive bids.

TASK 3 – BIDDING ASSISTANCE

1. ☐ Provide a list of at least three (3) qualified restoration contractors and assist with the solicitation to bidders.
2. ☐ Discuss with the City any industry factors that may affect bidding schedule and repair cost.
3. ☐ Assist and be present at a pre-bid meeting to answer contractor questions and review the limitations and extent of work required by the contract documents.
4. ☐ Prepare addenda to the bid documents, if required.
5. ☐ Assist in the evaluation of bids and award of a contract to the successful bidder.

TASK 4 – CONSTRUCTION ADMINISTRATION

1. ☐ Manage the entitlement process through issuance of all required permits.
2. ☐ Direct a pre-construction meeting with the contractor at the jobsite to review each work item, construction quality control, and phasing of the contract work.
3. ☐ Review shop drawings and material submittals for conformance with the intent of the design contract documents.
4. ☐ Make visits to the job-site at intervals appropriate to the various stages of construction to observe the progress and quality of the contractor's work. Ten (10) site visits are included in our estimate, including pre-construction and punch list visits.
5. ☐ Attend project progress meetings. These will be done in conjunction with scheduled observation trips discussed above.
6. ☐ Issue necessary interpretations and clarifications of the contract documents and assist in the resolution of problems or conflicts due to unforeseen latent conditions.
7. ☐ Review contractor pay-requests and advise Owner accordingly.
8. ☐ Prepare a punch list near project completion and conduct a final project review of punch list items addressed by the contractor.

TASK 5 – EXPERT WITNESS ASSISTANCE

In the event the City wishes to pursue legal action related to the findings from the evaluation, Walker can provide the following services:

1. ☐ Provide litigation support as needed

SCHEDULE

We are able to begin within approximately two weeks of Notice of Authorization. Final report will be complete approximately three weeks after we complete the investigation.

PROFESSIONAL FEES AND EXPENSES

We propose to perform the Scope of Services in Tasks 1 through 3 on a lump sum fee plus estimated reimbursable expense basis as indicated in the table below. We propose to perform Tasks 4 and 5 on a time and material basis.

	FEE TYPE	LUMP SUM AMOUNT	ESTIMATED FEE AMOUNT	ESTIMATED REIMBURSABLE EXPENSE*
PROJECT TASKS				
Task 1 – Investigation	Lump Sum	\$ 40,000		\$ 2,500
Task 2 – Construction Documents	Lump Sum	\$ 27,500		\$ 500
Task 3 – Bidding Assistance	Lump Sum	\$ 3,500		\$ 200
Task 4 – Construction Administration	Time & Exp.		\$ 33,400	\$ 2,000
Task 5 – Expert Witness Assistance	Time & Exp.		\$ 40,000	\$ 300
TOTAL LUMP SUM FEE PROPOSED		\$ 71,500	\$ 73,400	\$ 5,500



Ms. Sharon Darr
Proposal for Forensic Consulting Services
St. Helens 2.0 MG Reservoir
January 7, 2022
Page 4

Item #2.

Our General Conditions of Agreement are part of this proposal and are attached for your review. Costs for additional services not outlined above will be billed using our standard hourly rates.

We look forward to continuing working with the City of St Helens. on this project. Please contact us at your convenience at (206) 388-4601 if you have any questions concerning our process for evaluation or this proposal.

Sincerely,

WALKER CONSULTANTS

A handwritten signature in blue ink, appearing to read "V. Ivanov", followed by a long, horizontal, wavy line.

Vladimir I. Ivanov, PE, SE
Managing Principal

SERVICES

Walker Consultants (Walker) will provide the CLIENT professional services that are limited to the work described in the attached letter. Any additional services requested will be provided at our standard hourly rates or for a mutually agreeable lump sum fee. Professional services are provided solely in accordance with written information and documents supplied by the CLIENT, and our services are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT.

PAYMENT FOR SERVICES

Prior to commencement of services the CLIENT agrees to make an Initial Payment to Walker in an amount equal to 20% of the total fee or as stated in the attached letter. This amount will be credited to the last invoice(s) sent to the CLIENT.

Walker will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice.

If for any reason the CLIENT does not deliver payment to Walker within thirty (30) days of date of invoice, the CLIENT agrees to pay Walker a monthly late charge of one and one-half percent (1.5%) per month of any unpaid balance of the invoice plus attorney's fees and other costs incurred to collect the unpaid sum.

OWNERSHIP OF DOCUMENTS

All documents prepared or provided by Walker are and remain the property of Walker as instruments of service. Any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker's specific written consent will be at CLIENT's sole risk.

STANDARD OF CARE

Walker will perform the Services consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other warranty, express or implied, is made. Walker's liability to CLIENT and all persons providing work or materials to this project as a result of acts, errors or omissions of Walker shall be limited to the fee or \$10,000, whichever is greater.

Any estimates or projections provided by WALKER will be premised in part upon assumptions provided by the CLIENT. Walker will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

CONSEQUENTIAL DAMAGES

The Client and Walker waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement.

PERIOD OF SERVICE

Services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty (30) days after final documents are delivered to the CLIENT.

ATTACHMENT D – INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:
City Administrator

City of St. Helens
265 Strand Street
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (M/D/Y)
1/1
Item #2.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861		CONTACT NAME: certs@pciaonline.com PHONE (A/C, No, Ext): (800) 969-4041 FAX (A/C, No): (800) 969-4081 E-MAIL ADDRESS: certs@pciaonline.com	
INSURED Walker Parking Consultants Engineers, Inc. Walker Consultants 2101 Fourth Avenue, Suite 1210 Seattle WA 98121		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indem. Co of America INSURER B: Travelers Indemnity Co. of CT INSURER C: Travelers Indemnity Co INSURER D: XL Specialty Ins. Co. INSURER E: INSURER F:	
		NAIC # 25666 36170 25658 37885	

COVERAGES

CERTIFICATE NUMBER: 21-22 #39

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	Y	6801J1254172147 6605N988754- FL 6801J1254172147- CA	05/23/2021	05/23/2022	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> X,C,U						PERSONAL & ADV INJURY \$ 1,000,000	
B	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:						\$	
C	AUTOMOBILE LIABILITY	X	Y	BA8R00910A21GRP	05/23/2021	05/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS							PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP1D3197442147	05/23/2021	05/23/2022	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	Y	UB5K3205582147	05/23/2021	05/23/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			DPR9976004	05/23/2021	05/23/2022	Per Claim 1,000,000	
							Aggregate 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Walker Project #39-001338.00, Professional Forensic Engineering Services for 2.0 MG Reservoir Liner.

City of St. Helens, its officers, agents and employees are considered additional insured's with respects to general and auto liability coverages as long as required within a written contract. Waiver of subrogation in favor of certificate holder and additional insured's as long as required within a written contract. Coverage is primary and non-contributory as it applies to general liability, auto liability and

CERTIFICATE HOLDER

sdarroux@sthelensoregon.gov

City of St. Helens
Attn: City Administrator
265 Strand Street
St. Helens, OR 97051

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Cosgrove/SUNNY

Michael Cosgrove

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COMMENTS/REMARKS

Item #2.

umbrella. 30 day written notice provided to certificate holder and additional insured's for cancellation of coverages listed. 10 day notice for nonpayment of listed policies.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS COVERAGE XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| A. Broadened Named Insured | K. Additional Insured - Lessor Of Leased Equipment |
| B. Incidental Medical Malpractice | L. Additional Insured State Or Political Subdivisions - Permits Relating To Premises |
| C. Reasonable Force Bodily Injury or Property Damage | M. Additional Insured State Or Political Subdivisions - Permits Relating To Operations |
| D. Non-Owned Watercraft- Increased To Up To 75 feet | N. Who Is An Insured - Newly Acquired Or Formed Organizations |
| E. Aircraft Chartered With Crew | O. Knowledge And Notice Of Occurrence Or Offense |
| F. Damage To Premises Rented To You | P. Unintentional Omission |
| G. Malicious Prosecution - Exception To Knowing Violation Of Rights Of Another Exclusion | Q. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Written Contract |
| H. Medical Payments - Increased Limit | R. Amended Insured Contract Definition - Railroad Easement |
| I. Increased Supplementary Payments | |
| J. Additional Insured - Owner, Manager Or Lessor Of Premises | |

PROVISIONS

A. BROADENED NAMED INSURED

1. The following is added to SECTION II - WHO IS AN INSURED:

Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such additional organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to the DEFINITIONS Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above

COMMERCIAL GENERAL LIABILITY

does not apply to any "bodily injury" arising out of any providing or failing to provide first aid or "Good Samaritan services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES:

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to Paragraph 5. of SECTION III - LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II - Who Is An Insured.

- C. REASONABLE FORCE - BODILY INJURY OR PROPERTY DAMAGE

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- a. Expected Or Intended Injury Or Damage
"Bodily injury" or "property damage" expected or intended from the standpoint of the

insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

- D. NON-OWNED WATERCRAFT - INCREASED TO UP TO 75 FEET

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge;

2. The following is added to Paragraph 2. of SECTION II - WHO IS AN INSURED:

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge;

3. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for "bodily injury" that arises out of the use of a watercraft that you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

- E. AIRCRAFT CHARTERED WITH CREW

1. The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with crew to any insured;

COMMERCIAL GENERAL LIABILITY

- (b) Not owned by any insured; and
 - (c) Not being used to carry any person or property for a charge.
2. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:
- This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for use of an aircraft that is:
- (a) Chartered with crew to any insured;
 - (b) Not owned by any insured; and
 - (c) Not being used to carry any person or property for a charge.
- F. DAMAGE TO PREMISES RENTED TO YOU
1. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES:
- Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
- a. Fire;
 - b. Explosion;
 - c. Lightning;
 - d. Smoke resulting from such fire, explosion, or lightning; or
 - e. Water.
- A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III - Limits Of Insurance. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
- a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
2. The following replaces Paragraph 6. of SECTION III - LIMITS OF INSURANCE:
- Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these.
- The Damage To Premises Rented To You Limit will be the higher of:
- a. \$1,000,000; or
 - b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.
3. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - (1) Fire;
 - (2) Explosion;
 - (3) Lightning;
 - (4) Smoke resulting from such fire, explosion, or lightning; or
 - (5) Water,
 is not an "insured contract";
4. The following replaces Paragraph 4.b.(1)(b) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:
- (b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

COMMERCIAL GENERAL LIABILITY

G. MALICIOUS PROSECUTION - EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to Exclusion a., Knowing Violation Of Rights Of Another, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

H. MEDICAL PAYMENTS- INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III - LIMITS OF INSURANCE:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

(a) \$10,000; or

(b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit

I. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS COVERAGES A AND B of SECTION I - COVERAGES:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS COVERAGES A AND B of SECTION I - COVERAGES:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

J. ADDITIONAL INSURED - OWNER, MANAGER OR LESSOR OF PREMISES

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an

insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after you have signed that contract; and
- Arises out of the ownership, maintenance or use of that part of any premises leased to you under that written contract.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- The insurance provided to such premises owner, manager or lessor does not apply to:
 - "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

K. ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is

COMMERCIAL GENERAL LIABILITY

committed, after you have signed that written contract; and

- b. Is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less; and
- b. The insurance provided to such equipment lessor does not apply:
 - (1) To any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after the equipment lease expires; or
 - (2) If the equipment is leased with an operator.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

L. ADDITIONAL INSURED STATE OR POLITICAL SUBDIVISIONS PERMITS RELATING TO PREMISES

The following is added to Paragraph 2. of SECTION II - WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED STATE OR POLITICAL SUBDIVISIONS PERMITS RELATING TO OPERATIONS

The following is added to Paragraph 2. of SECTION II - WHO IS AN INSURED:

Any state or political subdivision that has issued a permit with respect to operations performed by you or on your behalf is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

- (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- (2) "Bodily injury" or "property damage" included within the "products - completed operations hazard".

N. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4.a. of SECTION II - WHO IS AN INSURED:

- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organizations, if you report such organization in writing to us within 180 days after you acquire or form it.

O. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim Or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II -Who Is An Insured:

COMMERCIAL GENERAL LIABILITY

- (1) Notice to us of such "occurrence" or of an offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust), or any "employee" (such as an insurance, loss control or risk manager or administrator) authorized by you to give notice of an "occurrence" or offense.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
- (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) A trustee of any trust; or
 - (iv) An executive officer or director of any other organization;
 that is your partner, joint venture member, manager or trustee; or
 - (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation, accident, or

health insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under the Coverage Part may apply.

P. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY WRITTEN CONTRACT

The following is added to Paragraph 8., Transfer of Rights of Recovery Against Others to Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a written contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract signed by you prior to loss.

R. AMENDED INSURED CONTRACT DEFINITION - RAILROAD EASEMENT

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

C. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

Walker Parking Consultants Engineers,
Inc. Policy#CUP1D3197442147
Policy Period: 5/23/2021-5/23/2022

UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph 11., OUR RIGHT TO RECOVER FROM OTHERS., of SECTION IV – CONDITIONS.:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an "offense" that is committed;
subsequent to the execution of the contract or agreement.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III - Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

Walker Parking Consultants Engineers,
Inc. Policy#CUP1D3197442147
Policy Period: 5/23/2021-5/23/2022

UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF WHO IS AN INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Paragraph 2.f. of SECTION II – WHO IS AN INSURED is deleted and replaced by the following:

- f. Any other person or organization insured under any policy of the "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance. This insurance is subject to all the provisions and limitations upon coverage under such policy of "underlying insurance", and, the limits of insurance afforded to such person or organization will be:
- (i) The difference between the "underlying insurance" limits and the minimum limits of insurance which you agreed to provide; or
 - (ii) The limits of insurance of this policy whichever is less.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

Policy: UB5K3205582147

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

Walker Parking Consultants Engineers.
 Inc. Policy#BA8 R00910A21GRP
 Policy Period: 5/23/2021-05/23/2022

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in SECTION II.

2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS — INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO — LIMITED WORLDWIDE COVERAGE — INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE — GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II ~~II~~ COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II ~~II~~ COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II ~~II~~ COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV ~~IV~~ BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II — COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS — INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II — COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II — COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO —
ERAGE — INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV — BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II — COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to, and included

LIMITED WORLDWIDE COV- within the limit described in Paragraph C., Limits Of Insurance, of SECTION II — COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

COMMERCIAL AUTO

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE GLASS

The following is added to Paragraph D., Deductible, of SECTION III — PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE— LOSS OF USE — INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III — PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES — INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III — PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III — PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III — PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated. We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV BUSINESS AUTO CONDITIONS:

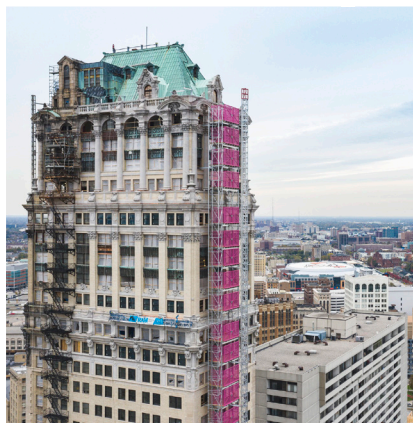
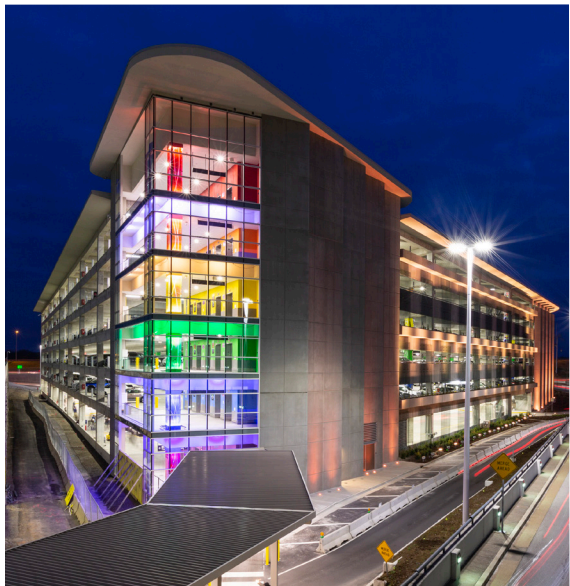
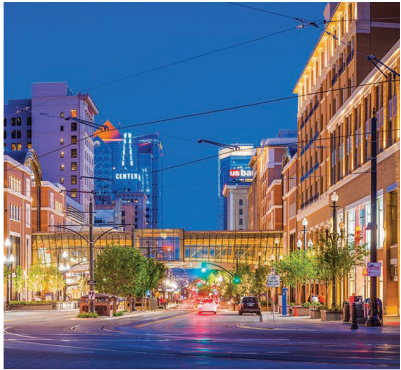
The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

ATTACHMENT E – TERMS OF COMPENSATION

SEE SCOPE OF WORK (ATTACHMENT C)

ATTACHMENT F

WALKER CONSULTANT PROPOSAL



Prepared for the City of St. Helens
**Professional Forensic Engineering
Services for 2.0 Mg Reservoir Liner**
RFP No. W-449C

November 23, 2021

Prepared by Walker Consultants

2101 Fourth Ave, Suite 1210

Seattle, WA 98121

206.745.9555

walkerconsultants.com



WALKER
CONSULTANTS

ATTACHMENT A – PROPOSAL SIGNATURE PAGE

The undersigned hereby submits this proposal to furnish all work, services systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposal, Personal Services Contract, and associated inclusions and references, specifications, Proposal Form, Consultant response, mutually agreed clarifications, exceptions which are acceptable to the City, and all other Consultant submittals.

The undersigned hereby certifies and represents that the Consultant:

- has examined and is thoroughly familiar with the Request for Proposal
- has examined and is thoroughly familiar with the Personal Services Contract, and agrees to accept the contract terms, and execute such contract upon award
- understands that the City reserves the right to accept a proposal or reject all proposals if deemed in the best interest of the City
- understands that all information included in, attached to, or required by this RFP shall be public record subject to disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502.

Receipt of Addenda

Consultant acknowledges that ADDENDA NUMBERED N/A THROUGH N/A have been reviewed as part of the Request for Proposal.

Signature

The Consultant hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Walker Consultants

CONSULTANT FIRM NAME

Vlad Ivanov

CONTACT PERSON

2101 4th Avenue, Ste 1210, Seattle, WA 98121

MAILING ADDRESS, CITY, STATE, AND ZIP CODE

206.745.9555

FIRM TELEPHONE NUMBER

206.227.2877

CONTACT PERSON TELEPHONE

vivanov@walkerconsultants.comw

CONTACT PERSON EMAIL ADDRESS

Vlad Ivanov, Managing Principal

PRINT NAME AND TITLE OF FIRM'S AUTHORIZED
REPRESENTATIVE

SIGNATURE OF FIRM'S AUTHORIZED
REPRESENTATIVE

11/19/2021

DATE



2101 Fourth Ave, Suite 1210
Seattle, WA 98121
p: 206.745.9555
f: 888.502.5726
walkerconsultants.com

Item #2.

November 23, 2021

Mouhamad Zaher, Public Works Director
City of St. Helens
265 Strand Street
St. Helens, OR 97051

Re: RFP No. W-449C Professional Forensic Engineering Services for 2.0 Mg Reservoir Liner

Dear Mouhamad:

Walker Consultants (Walker) appreciates the opportunity to submit the following proposal to the City of St. Helens for Professional Forensic Engineering Services for 2.0 Mg Reservoir Liner.

Since our establishment in 1965, Walker continues to provide consulting and engineering services to help owners extend the service life of their built assets by using a broad array of state-of-the-art forensic restoration strategies. Our expertise lies in building envelope, waterproofing, roofing, and structural systems, and our projects entail assessing existing conditions, determining causes of observed distress, providing recommendations, designing and prioritizing repairs, providing opinions of probable cost, producing repair and bidding documents, and providing construction administration services.

Over the past three years, our firm has completed an average of 900 projects per year. This volume is fairly typical for our firm, and we can assure that the collected experience of over 3,000 completed restoration projects and collective expertise of over 200 engineers, architects, and consultants will greatly benefit the City. We take pride in our ability to continually deliver high-quality projects for our clients, and our services continue to out-perform the industry with regards to change orders and construction rework. The result has been a change order percentage 75% below the industry average, and ultimately satisfied clients—90% of our new work comes from repeat clients.

For this contract, our Seattle office will manage and administer the project, as well as develop the services requested. Vladimir Ivanov, PE, SE, Managing Principal, will be your primary point of contact and project manager.

Walker acknowledges and accepts all terms and conditions contained in the RFP and the Personal Services Agreement.

We appreciate your time and consideration. We are available to answer any questions you may have.

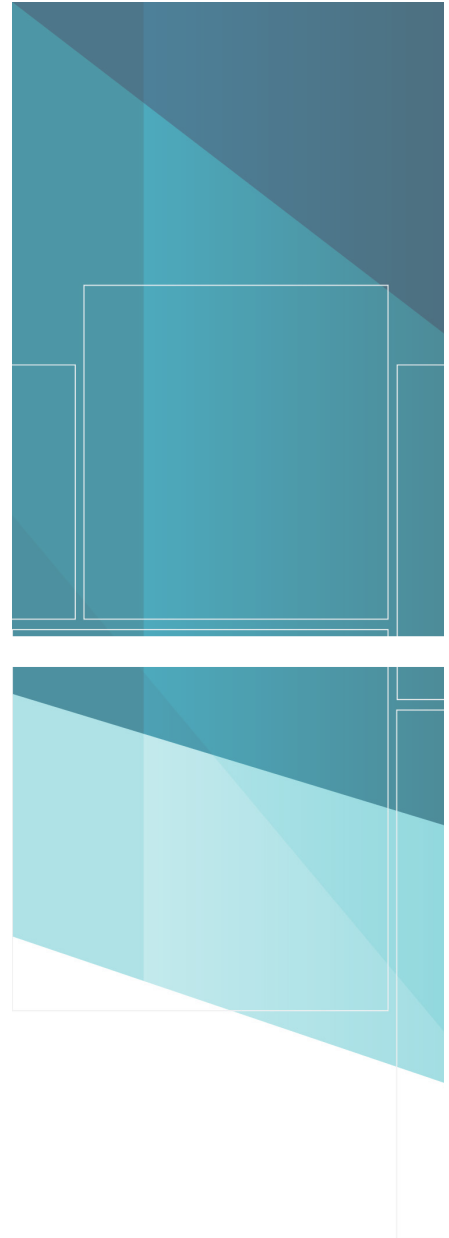
Sincerely,

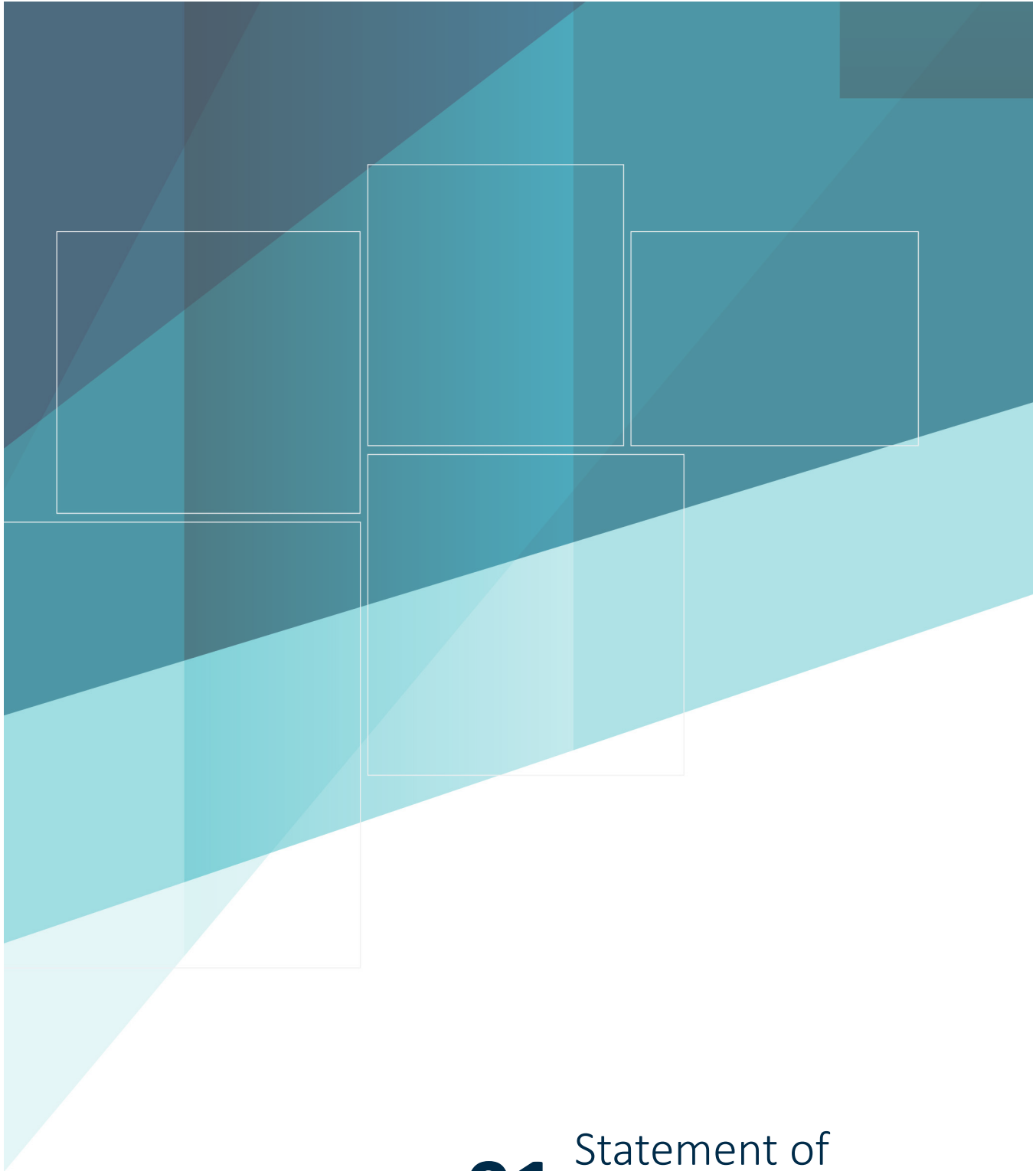
A handwritten signature in blue ink, appearing to read "V. Ivanov", with a long, sweeping horizontal line extending to the right.

Vladimir Ivanov, PE, SE
Managing Principal
2101 Fourth Ave, Suite 1210 | Seattle, WA 98121
E: vivanov@walkerconsultants.com | M: 206.227.2877 | F: 888.502.5726

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01 Statement of Qualifications

Firm Qualifications

Walker Consultants was founded in 1965 and maintains a professional staff of over 300 engineers, architects, consultants, and support personnel in nineteen offices located throughout the United States and abroad, including Seattle, Washington. Walker set out with a goal of extending the life of the built environment, and since that time, our firm has conducted over 3,000 major projects for educational, medical, commercial, airport, and municipal clients. Walker is an employee-owned corporation.

Walker was formed with a mission to provide practical and effective methods for determining the causes and extent of deterioration in structures. Unlike other firms that may submit a proposal for this project, Walker specializes in the assessment and restoration of existing structures. Walker provides consulting and engineering services to help Owners extend the service life of their built assets by using a broad array of state-of-the-art restoration strategies. These services and prescriptive recommendations enable clients to improve the long-term health and maintain the value of their structures.

What sets Walker apart is our ability to go beyond the obvious and remove the conservatism from our analysis. We know how to determine which repairs are overly conservative, thus leading to unnecessary and costly repairs to you, the Owner, and we can do so more effectively than our competitors. By implementing a complete, thorough forensic investigation up front, we can minimize repair costs and add substantial value to the Owner.

For existing structures, our services include: non-destructive evaluation; condition assessments and surveys; load testing and load rating; structural capacity evaluation; seismic retrofit; life safety reviews; development of repair specifications and drawings; repair monitoring; and construction administration.

Building Envelope, Roofing, and Waterproofing. Walker's architects and engineers have expertise designing and reviewing the waterproofing systems for various cladding types, including masonry, terra-cotta, stucco, cement plaster, metal panels, rain-screen, EIFS, wood, and glazed curtain wall and window wall systems. Walker can provide various other waterproofing services related to the roofing, plaza decks, balconies, glazing systems, weather barriers, and below-grade assemblies. For example, Walker's roofing experts assess all components of a roofing system, including flashings, insulation, curbs, parapet walls, penetrations, primary and overflow drains, roof deck and membrane systems, sealants, skylights, and flashings. We have experience with all types of multi-ply systems, single-ply roofing, fluid-applied membranes, and sheet metal assemblies.

For existing structures, our services include: site assessment and condition surveys; code compliance assessment; moisture and water infiltration assessment; non-destructive testing, including infrared thermography; exploratory openings and roof core cuts; wind and snow drift load review and wind uplift testing; development of repair specifications and drawings; repair monitoring; mock-up observations; water testing; third-party inspection; and construction administration.

Specialty Testing Services. One of the benefits to Walker is that we can perform a large amount of specialized testing in-house. We have the equipment, as well as trained personnel, to perform the following tests:

Pull-off Testing. Walker maintains a Proceq DY-216 pull-off tester, among others, which is used to determine the adhesive strength between concrete and traffic or other concrete coatings, in accordance with ASTM C1583, Test Method for Tensile Strength of Concrete Surfaces and the Bond Strength or Tensile Strength of Concrete Repair and Overlay Materials by Direct Tension (Pull-off Method).

Electronic Leak Detection (ELD). Walker currently utilizes a Buckley's PD30 DC Holiday Detector Roofing Test kit, which is used for ELD. This test method allows Walker to quickly, effectively, and non-destructively locate breaches in roofing and waterproofing membranes.

Infrared Thermography (IR). IR is a non-destructive evaluation method that consists of detecting IR energy emitted from an object, converting it to temperature, and then displaying an image with temperature distribution. Walker performs IR thermography on both roofing and facade systems. Walker uses IR thermography to identify hidden water infiltration that is not apparent during visual assessment.

Water Testing. Walker maintains a spray rack in accordance with ASTM E1105, Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform or Cyclic Static Air Pressure Difference, for use in on-site water testing. This testing helps identify and verify existing water leakage and document actual water paths to the building interior. During construction, Walker performs testing in accordance with AAMA 501.2, Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems, utilizing a calibrated AAMA nozzle.

Location of Reinforcement. Walker owns multiple Proceq Profoscope Rebar Locators and GSSI StructureScan Mini HR ground-penetrating radar (GPR) units, which locates reinforcement and other anomalies in concrete.

Unmanned Aerial Vehicles and Photogrammetry. Walker has been on the forefront of using UAVs, or drones, in building assessments. Drones are particularly useful when assessing high-rise structures or other structures that may have difficult access. The use of drones is an affordable alternative to other, more expensive assessment techniques of building facades, including rope access or suspended scaffolds. A high-resolution DSLR camera is mounted to the drone to capture images of the facade and roof that can then be reviewed and evaluated in the office by the project team. Additionally, surveys of the elevations can be performed by the drone, and through photogrammetry, a 3-D model of the building can be created. Photogrammetry is a low-cost alternative to laser scanning. The created computer model allows to-scale building elevation drawings to be easily prepared for documentation and subsequent repair documents.



Walker employees performing ELD on hot rubberized asphalt waterproofing



Walker employee using GPR

Team Qualifications

Vladimir Ivanov, PE, SE- Project Manager



Project Highlights

PBOT SmartPark Seismic Evaluation and Vertical Expansions, 2017

Portland, OR

Portland Bureau of Transportation
Grant Morehead | 503.823.5185

Harbor Steps Apartment Condition Assessment, Plaza Renovation 2015-current

Seattle, WA

Equity Residential
Jim Lancaster | 206.577.9023

Bellingham Housing Authority Façade and Roof Assessment, 2019

Bellingham, WA

Bellingham Housing Authority
Richard Jackman | 360.527.4642

Vlad is the Managing Principal of our Seattle office, and has over 20 years of forensic engineering and structural design experience with multi-family residential, commercial, industrial, healthcare facilities, stadiums, and bridges. He is registered as both a Structural and Civil Engineer in Oregon.

Vlad has worked with building owners, property management companies, insurance companies, healthcare facilities, and government agencies. Vlad has investigated deteriorating high-rise buildings, parking garages, stadiums, arenas, steel building collapses, prestressed concrete slabs, and precast concrete.

Vlad is currently focused on forensic building investigations, façade evaluations, condition appraisals, corrosion-related deterioration, masonry and concrete repair, as well as building leakage evaluations. Areas of expertise include damage assessments, construction defect analysis, and structural repair design. Vlad also has extensive experience in litigation support, expert witness testimony and deposition services.

Brian A. Faith, AIA - Consultant



Project Highlights

Black Hawk City Hall Building Historic Façade Restoration, 2017

City of Black Hawk, CO

Cynthia Linker | 303.582.061

Steger Gibbons Historic Building Façade Restoration, 2016

Chicago, IL

CA Management Services
Marta Kazmierczak | 312.724.6767

T. Rowe Price Parking Structures Roof Assessment, Replacement Design and Construction Phase Services, 2017

Colorado Springs, CO

T. Rowe Price Associates, Inc.
Curtis Sonchar | 410.345.2000

Brian Faith is the Principal and Director of Building Envelope and Forensic Restoration Services. Brian has over thirty years of experience in the investigation, evaluation, testing, design, and renovation of various building types throughout the United States. Brian provides expertise in the areas of building envelope and structural evaluation, testing and design.

Brian has performed investigations on building non-performance (air and water leakage, condensation, material and system failures) and prepared repair documents for hundreds of buildings and structures experiencing deterioration and/or non-performance issues. Brian's experience covers a wide range of construction materials and systems including concrete, masonry, terracotta stone, exterior insulated finish systems (EIFS), glass, panel systems, windows, curtain walls and skylights, waterproofing, coatings, and roofing.

Projects include new, existing, and historic buildings and structures for universities, municipalities, single and multi-family residential, commercial buildings, hospitals, hotels, and theaters.



Project Highlights

Cabrini Medical Tower Façade Repairs, 2021

Seattle, WA
BuildingWork, LLC
Matt Aalfs | 206.775.8668

Watermark Parking Structure Construction Documents and Observation Services, 2021

Spokane, WA
Gonzaga University
Charles Murphy | 800.986.9585

Kevin Moore, PE - Consultant

Kevin Moore is a Restoration Consultant in the Seattle office and has nine years of Restoration Engineering experience.

During his time at Walker, Kevin provided structural analysis of various types of buildings and has developed repair designs for various structural and non-structural elements requiring rehabilitation. He received both his Bachelor's degree and Master's degree in Structural Engineering at UCSD where he specialized in structural design and earthquake engineering. Kevin has worked on various projects involving seismic probabilistic risk assessments (SPRA), seismic margin assessments (SMA), and the Post-Fukushima Near-Term Task Force (NTTF) Recommendation 2.3 Seismic Walkdown of nuclear power plants. Kevin specialized in seismic response analyses, deterministic and probabilistic seismic response analyses, seismic fragility evaluations of equipment and structures, and walkdowns of equipment, systems, and structures.



Project Highlights

Clackamas Town Center Parking Garage Condition Assessment and Construction Administration, 2021

Happy Valley, OR
Brookfield Properties
Michael Mabey
801.486.3911

Lindeman Pavilion Repair Documents, 2018

Seattle, WA
Virginia Mason Medical Center
Gary Tisdale | 206.341.0433

1300 University Condominiums Parking Garage Repair Documents, 2021

Seattle, WA
Association Construction Services, LLC
Jim Radovich | 425.688.2035

Harika Kudumula, PE - Consultant

Harika Kudumula is a Restoration Engineer in the Seattle office. Harika earned her Master's Degree in Structural Engineering from Texas A&M University, and has been with Walker since 2015.

Harika has conducted condition assessments, performed investigations, and executed structural design for many projects during her time at Walker. She is experienced in condition assessment, concrete distress evaluation, and structural repair design. Her current focus is on post tensioning assessment, parking garage deterioration, water intrusion related deterioration, façade evaluations, masonry, and concrete repair. Her areas of expertise include assessment of existing conditions, causes of observed distress, repair recommendations, opinions of probable cost, capital improvement prioritization.



02 Project Understanding and Approach

Project Understanding

As the City of St. Helens consultant for this project, our first job is to listen. We must develop a thorough understanding of the requirements and desires for the project, which will then form the foundation for all that follows—assessment, recommendations, and follow-up. We will work closely with all members of the project group to ensure we thoroughly understand and deliver on the project objectives and build rapport and trust within the Owner's entire project team to ensure a successful project. In addition to the Owner's project team, we will seek the insights and perspectives of stakeholders within the City so we can understand their concerns and operational needs during the project period and work to address those needs.

It is our understanding that the City of St. Helens is looking to retain an experienced consultant to investigate the failure of the liner membrane installed inside the City's 2.0 MG Water Reservoir in 2017. The selected consultants will evaluate the condition of the liner, previous repairs and overall condition of the reservoir (including walls, joints, drains), formulate opinion of reasons for membrane failure and potential contributing factors to the continued leaking, prepare remediation action and serve as the expert witness in the case the City decide to proceed with a legal action.

Project Approach

Taking a project from assessment through design and then construction is typical for our team. In addition to the technical and aesthetic considerations involved in developing appropriate repair or replacement options, it is essential to consider the logistics of the project as well as the repair budget. The Walker team has significant experience working in occupied facilities and knows how to minimize conflict between investigation, demolition, and construction activities. Repair and investigation procedures should minimize disruption to operations while completing the project in the least amount of time. Walker also conducts mock-ups of repairs to minimize the unknowns and evaluate the constructability and aesthetics of repairs. This approach has proved valuable to obtain the desired aesthetics and minimize construction problems, thereby reducing construction time and minimizing disruption to the building occupants.

Walker has reviewed the scope of services as identified in the Request for Qualifications. Based on this information, we anticipate the following Project Approach.

Task 1 – Review Existing Documents/Condition Assessment

- Meet with the City of St Helens representatives to review project objectives and history of major renovations, previous repairs, upgrades, and evaluations.
- Review available evaluation reports, drawings, shop drawings, specifications, and materials testing reports, to familiarize ourselves with the type of construction initially specified. We will also review available documentation regarding lot maintenance, previous repairs, and renovations performed.
- Create CAD files including details from drawings provided by the City, or from site survey if no drawings are available.

- Conduct a field evaluation of the reservoir to document the current physical condition. We will also perform non-destructive evaluation as needed, including ground-penetrating radar (GPR), which detects embedded utilities, voids, and other anomalies.
- Visual review will document noticeable distress such as typical crack patterns, deflection profiles, leaks, spalls, scaling, liner condition, and other similar adverse conditions. In addition to documenting the nature of noticeable adverse conditions, this review will be utilized to project restoration quantities.
- Identify potential structural or safety-related conditions if any. The City will be notified immediately if any conditions of this nature are observed.
- Compile and analyze field evaluation data to generate repair alternatives, recommendations, and opinions of probable costs of construction.
- Prepare a written report outlining our observations and evaluation results. A inspection representative photo log will be included with the report.
- Develop a conceptual Phasing Plan for recommended repairs, which will consider:
 - Available funds
 - Capital priority
 - Bidding at optimal time (release bid documents beginning of the year)
 - Permit schedule
 - Noise, dust, staging, and other construction-related coordination
- Meet with City's representatives to discuss repair costs and phasing plan.

Task 2 – Design Phases

We will prepare contract documents consisting of plans, details, and technical specifications for the Construction Documents. Walker will issue 90% progress set of CDs as for review by the City. Walker will then develop 100% CDs, which will be sealed by an Engineer registered in the State of Washington.

- Attend pre-design meeting:
 - Review project requirements
 - Review construction schedule and priorities
 - Confirm scope of work
- Provide statement of probable cost to verify budget and schedule future remediation cycles.
- Develop repair documents, consisting of plans, details, and technical specifications.
- Provide 90% CD drawings and specifications for City review.
- Develop 100% CDs, issued for permit.
- Manage the entitlement process through issuance of all required permits.

Task 3 – Bid Phase

- Provide a list of at least three (3) qualified restoration contractors and assist with the solicitation to bidders.

- Discuss with the City any industry factors that may affect bidding schedule and repair cost.
- Assist and be present at a pre-bid meeting to answer contractor questions and review the limitations and extent of work required by the contract documents.
- Prepare addenda to the bid documents, if required.
- Assist in the evaluation of bids and award of a contract to the successful bidder.

Task 4- Construction Administration

- Direct a pre-construction meeting with the contractor at the jobsite to review each work item, construction quality control, and phasing of the contract work.
- Review shop drawings and material sample submittals for conformance with the intent of the design contract documents.
- Make visits to the job-site at intervals appropriate to the various stages of construction to observe the progress and quality of the contractor's work.
- Attend project progress meetings. These will be done in conjunction with scheduled observation trips discussed above.
- Issue necessary interpretations and clarifications of the contract documents and assist in the resolution of problems or conflicts due to unforeseen latent conditions.
- Review contractor pay-requests and advise Owner accordingly.
- Prepare a punch list near project completion and conduct a final project review of punch list items addressed by the contractor.

Task 5 – Expert Witness Support

- Provide litigation support as needed

Cost Control

During the preliminary design phase of the project, Walker develops different design concepts for the Owner's consideration of the following: construction cost, ease of construction, duration of construction, disruptions to the Owner/user, and the degree to which the concept satisfies the project objectives. Walker has a track record of providing complete, accurate, and current Estimated Opinions of Probable Cost (cost estimates). Walker has an internal database with cost information for different types of renovation projects in different regions of the country.

During construction, Walker continues to control costs by providing on-site construction administration services. Walker observes and documents construction progress, so that if an error is made, it can be caught and corrected early in the process. If unforeseen conditions are found during construction that require additional anticipated work from the General Contractor (GC), Walker works closely with the GC to develop a cost-effective approach to minimize the additional cost or re-prioritize repairs to eliminate the need for change orders.

Schedule

Walker believes communication is key to the success of any project. It is important to obtain reliable information at the beginning of a project and communicate that information throughout the project. This enables Walker to keep our projects on schedule. This communication can be achieved with the use of common methods (in-person meetings or phone calls), but we are also capable of utilizing online conferencing and webinars.

Our business is forensic restoration. There is no one more prepared to accurately set a schedule and adhere to it when it comes to a project that involves an evaluation and repair of existing structure. We have a comprehensive understanding of restoration of existing structures, and this experience affords us the ability to set an accurate construction schedule. This helps in planning, phasing design, and project cost control.

As a rule, Walker designs our project schedule to be ahead of the schedule that is discussed with you, the Client. We also develop a general schedule for the project as a whole, not just our tasks. During this process, we identify issues that may become critical path items for the completion of the total project. Based on our experience with similar projects, we can recommend phasing of the project.

Walker has open internal communication between offices to facilitate the utilization of resources throughout the company to meet project schedules. We also have weekly staff meetings to discuss project staffing needs, schedules, and deadlines to make sure each project is completed on time and within budget.

Managing Subconsultants and Working with General Contractor

No matter whether the team is comprised solely of Walker professionals or if subconsultants are engaged on the project, overall, there is one goal for our team – meeting the needs of the Client/Owner in the most cost-efficient and effective manner. Our subconsultants are treated no differently than the other members of the team within Walker. Each is expected to provide guidance within their area of expertise and to meet schedules. One of the most important elements of a successful project is efficient, effective communication between all parties involved with the project. Budgeting, scheduling, design and general project information must be accurate and readily accessible. Keeping everyone “on the same page” is critical for maintaining effective project control.

We have found that project communications can be greatly enhanced with regularly scheduled, frequent meetings involving all interested parties, and weekly reports from the design team to the Client/Owner. We anticipate that meetings will be scheduled at least every two weeks during the early stages of the project when many critical decisions must be made. Such a schedule keeps pressure on the design team to bring those critical issues to the forefront and to provide the Client/Owner with the alternatives and information needed to make timely, informed decisions. Likewise, it keeps pressure on the Client/Owner team to review materials and be ready with pertinent questions and decisions for each meeting.

Walker consciously works to maintain a collaborative work environment. We understand we will need to interface directly with the Owner's consultant team, which is not unusual for our type of work. We are accustomed to collaborating with other consultants. Teamwork plays an essential role in our multidisciplinary approach to problem-solving. Dedication, teamwork, and quality are the cornerstones that have allowed Walker to enjoy lasting relationships with our clients, and we welcome all new clients with the same committed philosophy.

Walker has good working relationships with local and national GCs, and we have an outstanding track record negotiating the approach to repairs when dealing with unforeseen conditions, which leads to minimal negative cost impact to the Owner.



03 Proposed Schedule

Proposed Schedule

WORK ITEMS	2022																							
TASK	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7	WEEK 8	WEEK 9	WEEK 10	WEEK 11	WEEK 12	WEEK 13	WEEK 14	WEEK 15	WEEK 16	WEEK 17	WEEK 18	WEEK 19	WEEK 19	WEEK 20	WEEK 21	WEEK 22	WEEK 23
Task 1A – Review Existing Documents																								
Task 1B – Condition Assessment																								
Task 1C – Report																								
Task 2 – Construction Documents																								
Task 3 – Bid Phase																								
Task 4 - Construction Administration																								
Task 5 – Expert Witness Support																								

Walker is a large firm, which means we have depth of experience. In the unlikely event that one of the team members is unavailable, we have expertise throughout the company that is fitting to this project. That being said, we strive to always keep the same team intact. This means the same people that do the assessment also design the repairs and perform the construction oversight. This provides continuity on our projects that we feel is integral to the success of our projects. Also, it is Walker’s standard practice that the Project Manager assigned at the beginning of a project remains as such throughout the project duration. Our team has a healthy workload, but we are not at capacity and will be able to focus on this project.

Walker believes communication is key to the success of any project. It is important to obtain reliable information at the beginning of a project and communicate that information throughout the project. This enables Walker to keep our projects on schedule. This communication can be achieved with the use of common methods (in-person meetings or phone calls), but we are also capable of utilizing online meetings.

Although we do work with new design, the majority of Walker’s work falls under the category of “renovation” or “restoration,” and we have a comprehensive understanding of the renovation process. This experience affords us the ability to set an accurate construction schedule. This helps in planning, phasing design, and project cost control by giving the contractors a higher degree of confidence.

As a rule, Walker designs our project schedule to be ahead of the schedule that is discussed with the Client. We also develop a general schedule for the project as a whole, not just our tasks. During this process, we identify issues that may become critical path items for the completion of the total project. Based on our experience with similar projects, we can recommend phasing of the project.

Walker has open internal communication between offices to facilitate the utilization of resources throughout the company to meet project schedules. We also have weekly staff meetings to discuss project staffing needs, schedules, and deadlines to make sure each project is completed on time and within budget.



04 Past Projects

Past Projects

Franklin Street Reservoir (Grand Rapids, MI)

The reservoir is below a city park in Grand Rapids and was constructed in 1938. It contains 16 million gallons of fresh drinking water ready for distribution to residents in the area. The structure consists of two chambers each with capacity for 8 million gallons that is separated by a common concrete divider wall.

Walker was retained because the construction materials used in the original construction were now considered health hazards. There was also concrete deterioration and waterproofing failures found at construction and expansion joints. Walker performed a condition assessment and recommended the removal and abatement of hazardous materials and their replacement with materials suitable for contact with potable water and complying with requirements of NSF 61. We also recommended the replacement of 3,400 lineal feet of floor and wall expansion joints.

Lake Michigan Filtration Plant (Grand Haven, MI)

This filtration plant processes more than 41 million gallons of water from Lake Michigan every day for consumption in the Grand Rapids area. The filtration plant then pumps the filtered water over 40 miles. Six filter cells begin the filtration process, initially settling sand and other silt particles before it moves on to the next level of filtration. The concrete ceiling of the filtration tanks serves as roof of structure.



After initial construction, soils settled on the site of the filtration tanks, causing the structure to shift. This resulted in cracking of the concrete walls floors ceilings and channels, caused by stress from the weight of soil, and caused water leakage. The water leakage caused damage in areas with finished rooms, presenting a slipping hazard to plant operators and visitors. There was also concern about contamination from outside pollutants due to leakage through the roof.

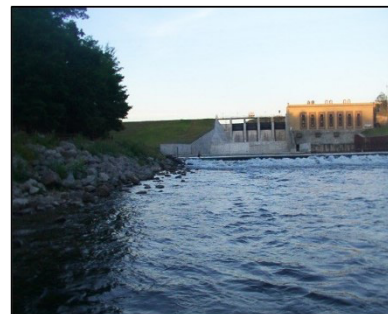
Walker performed a condition assessment and recommended a coating system be installed over the tank covers to mitigate the cracking.

Wastewater Treatment Plant – C & D Section Primary Clarifier Tanks (Grand Rapids, MI)

The C and D Section primary clarifier tanks were constructed in the late 1970s. They were the youngest of the three primary clarifier tanks at the City of Grand Rapids Wastewater Treatment Plant. The tanks process an average of 40 million gallons per day, with a maximum flow capacity of 100 million gallons per day. The Owner requested that Walker perform an assessment of observed deterioration. Walker noted isolated structural design deficiencies, leaking tunnels from cracks in the concrete walls, and ponding water, which posed a slip hazard. Upon completion of our assessment, Walker provided repair recommendations, which included a proactive approach to preventative maintenance in order to protect infrastructure assets. Walker recommended waterproofing and other preventative maintenance be performed on the structures to reduce levels of future deterioration.

Tippy Hydroelectric Plant (Welston, MI)

The Tippy Hydroelectric Plant was built in 1916 and contains a power generating station, turbines, and flood control gates. The structure has honeycomb chambers and reinforced concrete walls. The plant was experiencing deterioration from freeze/thaw cycles, and there was advanced deterioration and spalling in large sections of the retaining wall. Eventually, 140 feet of that retaining wall collapsed. Walker was asked to perform an assessment and determine the cause of failure and provide repair recommendations.



Phase 1 consisted of the selection of test areas, mapping of broken concrete sections, and extraction of samples for laboratory testing. Phase 2 included a complete workup of all information and data to help identify the possible and isolate the probable failure mechanism. It was determined that the wall collapse was initially an overturning failure, which subsequently produced major shearing and eventual fracturing of the wall. Walker provided repair alternatives and was instrumental in guiding the owner to the final determination of repair methods, materials, and procedures to be used for the restoration.

Wastewater Treatment Plant – B-Section Primary Clarifier Tanks (Grand Rapids, MI)

The Clarifier Tanks were built in 1954 and consisted of four circular tanks separated by concrete divider walls. Structural deterioration from de-icing salts was causing significant damage and potential hazards for plant operators. Also, the equipment used to treat the wastewater was beyond its useful life. Also, the supported slab over the influent and effluent channels was in severe stages of deterioration. Walker performed a condition assessment and provided recommendations and repair documents. Repairs included the re-construction of supported slabs over the channels, protective coatings on the reinforcing steel, new PVC-coated conduits embedded into the concrete for power and controls of mechanical process equipment, and replacement of outdated mechanical equipment.

Wastewater Treatment Plant – PERB Restoration (Grand Rapids, MI)

The Primary Effluent Retention Basin (PERB) was constructed in the 1970s to hold overflow during large storm events prior to the City's separation of storm and wastewater. It is an open air concrete structure with sloping walls designed to hold up to 10 million gallons. The PERB also acts as a holding tank for chemically contaminated wastewater until the plant is able to safely process flows through three primary settling tanks. Walker was asked to perform a condition assessment of the PERB due to observed deterioration, including failure of joint sealants between sloped panels, causing soil erosion below the panels, and cracked slabs and failed sealants, potentially allowed seepage of wastewater into soils. Also, the perimeter water cannons used to clean the tank were beyond their useful life and leaking cannons were causing washout under the driveway around structure. Walker performed a condition assessment and design repairs, which included removing the settled concrete panels, re-establishing the soils, and replacing the panels. The failed sealant joints were replaced to prevent wastewater seepage, and the water cannon system was replaced.

Wastewater Treatment Plant – Grit Channels (Grand Rapids, MI)

The Grit Channels are one of the very first pieces of infrastructure wastewater through which water flows at the City of Grand Rapids Wastewater Treatment Plant. Concrete deterioration was noted at the walkway areas around the channels, posing a hazard to plant operator's safety. The walkways surrounding the channels had been exposed to many years of freeze-thaw as well as chloride ions from de-icing salts. Loose concrete above the channels could potentially damage screening equipment downstream if the concrete fell into the channel. Walker performed an assessment and provided construction documents that included extensive repairs to address the concrete deterioration. Walker also designed repairs to waterproofing joints and cracks in the concrete. Also, the repairs were coordinated in a way to ensure the shutdown of each channel did not interrupt the plant operations.



The Shops at Oak Brook Place Detention Basin (Oakbrook, Illinois)

Mid-America Asset Management, Inc. engaged Walker Consultants to perform a condition assessment of the detention basin at The Shops at Oak Brook Place to identify the current level of distress within the structural and waterproofing elements of the detention basin and to develop a conceptual restoration program with an opinion of probable repair costs that can be used for budgeting and planning purposes.



- The Detention Basin is located below a portion of the grade-level asphalt parking lot to the north of the Shops at Oak Brook Place
 - Primarily precast concrete, the detention basin is approximately 160' by 160' in plan view
 - Above the detention basin there is a supported asphalt parking lot that provides approximately 91 vehicular spaces
 - A visual review of the exposed structural and waterproofing elements of the detention basin was performed. Test well openings were made to observe the existence/condition of a buried waterproofing system. From the test well openings, no existing buried waterproofing was observed.
 - Noted items of deterioration included leaking tee-to-tee joints above the detention basin, deteriorated concrete and cracks at the tee flanges, and severely corroded shear connectors.
- Walker's condition assessment report provided a road map that prioritized the necessary repairs as well as an opinion of probable cost.
- After discussions with Mid-America Asset Management regarding repair priorities and budgets, Walker prepared construction documents to implement the recommended repairs.
 - Prior to engaging Walker, Mid-America Asset Management had budgeted to implement an asphalt resurfacing project on the supported level of the Detention Basin. Walker recommended performing that work concurrently with the recommended repairs above to eliminate the need to remove and replace the asphalt overlay on the supported level of the Basin twice.

Cabrini Medical Tower (Seattle, WA)

A 19 story medical tower built circa 1972 had experienced spalling of its concrete façade for several years prior to Walker’s involvement. The owner enlisted Walker to develop a more robust repair program after remedial repairs were found to be addressing the symptoms of the failures but not the cause.



- Immediate repairs were necessary for life-safety
- Walker implemented a repair program to help arrest further deterioration while restoring the aesthetics of the original design
- Installed galvanic anodes to protect existing reinforcement as well as existing concrete
- Applied corrosion inhibitor to exposed rebar
- Used concrete bump-outs to provide adequate concrete cover
- Put back repair mortar with detailed concrete flutes to maintain the aesthetics of the façade
- Provided owner with phased approach to address weather restrictions and minimize impact to owner and tenants
- Addressed life-safety concerns from spalling concrete over pedestrian walkway
- Proactively removed delaminated concrete areas and mitigated future spalling

Harbor Steps (Seattle, WA)

The owner of this 4-tower building complex contacted Walker in 2015 after observing signs of deterioration at the exterior of the 758-unit residential development.



- As prime consultant, The Walker team performed a comprehensive condition assessment using both non-destructive and destructive testing, noting that water infiltration had corroded the post-tensioning system in the reinforced concrete, potentially reducing the building’s structural capacity and presenting a potential hazard.
- The Walker team performed structural analysis to determine the remaining capacity of the deteriorated members; designed innovative concrete and post-tensioning repairs including cathodic protection; and designed waterproofing repairs.
- We continue to provide construction administration and observation for the technically complex repair program. All work has been undertaken in a phased repair plan designed to be responsive to discoveries on site as well as the owner’s budgetary cycles, and to minimize disturbance to occupants.



05 References

References

Jim Lancaster, 1st Vice President Construction Services Harbor Steps project

Equity Residential
51 University Street
Seattle, Washington 98101
206.577.9023
jlancaster@eqr.com

Matt Aalfs, Principal Cabrin Tower project

BuildingWork
159 Western Avenue West, Suite 486
Seattle, Washington 98119
206.775.8671
matt@buildingwork.design

Tracee Johnson, Senior Property Manager The Shops at Oak Brook Place project

Mid-America Asset Management Inc.
One Parkview Plaza, 9th Floor
Oakbrook Terrace, IL 60181
630.954.7368

Bill Smith, Construction Inspection Supervisor Grand Rapids projects

City of Grand Rapids
300 Monroe Ave. NW
5th Floor City Hall
Grand Rapids, Michigan 49503
616.456.4623
bsmith@ci.grand-rapids.mi.us


STANDARD BILLING RATES
FOR BASIC SERVICES

Senior Vice President	\$310.00
Vice President	\$280.00
Principal/Director.....	\$260.00
Senior Project Manager/Senior Consultant	\$250.00
Project Manager/Consultant	\$215.00
Senior Engineer/Senior Architect	\$210.00
Engineer / Architect.....	\$185.00
Analyst/Planner/Specialist	\$175.00
Assistant Project Manager/Assistant Consultant	\$175.00
Designer	\$175.00
Senior Technician.....	\$160.00
Technician	\$145.00
Senior Administrative Assistant / Business Manager	\$120.00
Administrative Assistant	\$100.00

LEASE RENEWAL

**Masonic Building South 1st Street
St. Helens, OR
Date: January 1, 2022**

LESSOR: Masonic Building, LLC
862 SE OAK ST. SUITE 1A
HILLSBORO, OR 97123

Lessee: City of St Helens, a Municipal Corporation

Premises: 231 and 235 South 1st Street, St. Helens, OR

It is hereby agreed that the above-named parties to a lease dated January 15, 2020 shall renew the subject lease agreement for the premises described above. This Renewal shall commence on JANUARY 1, 2022, and shall expire at midnight on DECEMBER 31, 2024. The terms and conditions of the renewal period shall remain as outlined in the original lease with the base rent to be at the per month base rate stated below, triple net. Monthly triple net charges shall be paid by Lessee as outlined in the original lease agreement. Triple net charges will be reevaluated and adjusted as of February 1 of each year. Renovations as per original lease to total \$30,000 shall be completed during the first year of this Lease Renewal . If renovations to be performed are less than \$30,000 the balance will be due as additional rent at end of the first year (December 31, 2023) of this Lease Renewal. Base rent will be adjusted each year as follows and may be paid in lump sum at the beginning of each year at the Lessee's option:

January 1, 2022- December 31, 2022	\$5,000/month
January 1, 2023- December 31, 2023	\$5,250/month
January 1, 2024- December 31, 2024	\$5,500/month

Lessor:

By: _____

Date: _____

[Elliot Michael, member](#)
Masonic Building, LLC

Lessee:

By: _____

Date: _____

[City of St Helens](#)

CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS

THIS CONTRACT, by and between St. Helens II LLC, hereinafter referred to as the "Developer", and the City of St. Helens, a municipal corporation, hereinafter referred to as the "City";

WITNESSETH

WHEREAS, the Construction Plans for Public Water and Sanitary Sewer for the Columbia Commons Lot 4 Commercial Subdivision were approved by the City Engineering Division on January 12, 2022; and

WHEREAS, prior to commencing work on the project infrastructure, the project will be secured with an executed contract for installation of required improvements and financial security pursuant to Ordinance 2617, Section 20; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, and in consideration of Developer's desire to gain approval by the City of St. Helens for constructing the referenced project, the Developer and City agree as follows:

1. The Developer agrees to complete the required improvements for the above-referenced project, by **June 30, 2022**, according to the plans officially approved by the City Engineering Division. See approved construction plans dated January 12, 2022, City File No. P-531, on file at City Hall). The required improvements are more particularly set forth in the **2G Associates Planning & Engineering Cost Estimate**, labeled **Exhibit "A"**, attached hereto and made a part hereof by this reference as adjusted by the City Engineering Division.

2. The Developer agrees to supply the City with security in the amount of One Hundred Fifty Six Thousand Four Hundred Ninety Seven dollars, (\$156,497) said security being in the form of a performance bond, representing 110% of the estimated cost of the required improvements as submitted by the Developer's engineer and approved by the City Engineer. The security instrument is attached as **Exhibit "B"** and made a part hereof by this reference. The expiration date for any security provided must be no sooner than three months after the date in paragraph 1 above for completion of the required improvements.

3. The required improvements shall be constructed under the supervision of Developer's engineer, in full compliance with the specifications and requirements of City, and when complete, said engineer must furnish a certificate of satisfactory completion to the City Engineer for approval.

4. It is further understood by and between the parties to this Contract that, in the event said required improvements are not completely constructed by **June 30, 2022**, the City shall have and is hereby granted the right to enter the property and cause the required improvements to be made and to use the security provided herewith for payment

of all costs and expenses incurred in the construction thereof, including but not limited to, engineering, legal and contingent costs. Furthermore, it is agreed by the parties hereto that City shall be reimbursed from the security provided for any damages, either direct or consequential, which the City may sustain as a result of the failure of Developer to carry out and execute all of the provisions of this Contract. City shall have the option to construct and install the required improvements with City employees and equipment, or pursuant to public advertisement and receipt of bids, in the event of Developer's failure or refusal to do so in accordance with the terms of this Contract. In the event that the total costs incurred in construction and full completion of the improvements shall exceed the amount of security provided, such additional costs shall be paid by Developer on written demand by the City Public Works Director.

5. Final release of security will not occur until all items secured have been fully completed. After completion of all items secured by this agreement but prior to final release of the security, Developer shall enter into a separate agreement for maintenance of all project facilities to be dedicated to the public, if any, and shall provide security for performance under said agreement. Said agreement shall be for a period of twenty four (24) months from the date the City accepts the maintenance agreement and shall require Developer to indemnify and hold harmless the City from any and all costs necessary to repair or replace any part or portion of the required improvements occasioned by faulty engineering, workmanship or materials. Developer shall provide security for its performance under the maintenance agreement in an amount not less than Ten percent (10%) of the estimated total cost of the facilities to be dedicated to the public, as certified by Developer's engineer and approved by the City Engineer. The expiration date for the security must be no sooner than three months after the term of the Maintenance Agreement. For projects involving dedication of improvements to the public, Developer shall furnish the City Engineer "as built" reproducible plans on opaque mylar, electronic drawings in Autocad release 12 minimum with standard Autocad layering and a project base drawing for the city's GIS system with layering as directed by the city engineering department for the public improvements.

6. It is agreed and understood that no final building inspection will be issued on individual lots prior to the completion and acceptance of sidewalks and driveway aprons by the City engineering department.

7. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

The City:	Mouhamad Zaher Public Works Director City of St. Helens 265 Strand Street St. Helens, Oregon 97051
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Developer: St. Helens II LLCBy James Ding, Member

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this 1 day of _____, 2022.

CORPORATION NAME:

St. Helens II LLC650 S Orcas #200Seattle, WA 98108

By:

James Ding

(printed name)

[Signature]

(signature)

STATE OF WASHINGTON)

) ss.

County of King)

the foregoing Instrument was acknowledged before me this 26 day of JANUARY, 2022,

By

Jim Ding
Member

, as

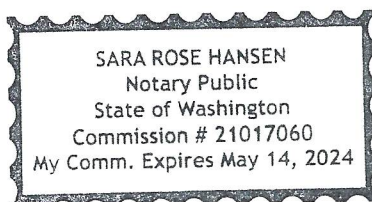
of

(individual)

(individuals position with corporation)

St. Helens II LLC, a corporation, on behalf of the corporation.

(Corporation name)



3

[Signature]

“CITY”

Title: Mayor/ Council President
Name printed:

Date:

Title: Councilor
Name printed:

Date:

Attest:

Title: City Administrator
Name printed:

Date:

EXHIBIT "A"
COST ESTIMATE



PO Box 61843, Vancouver WA 98666 (503) 939-8750

Date: 12/21/21

PROJECT: Columbia Commons - Public Sanitary Sewer and Waterline Extension

Location: St. Helens, OR

Owner: St. Helens II. LLC

Subject: Final Opinion of Probable Construction Cost - For Public Improvement Permit Fee Determination

Prepared By 2G Associates, Inc.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$2,500.00	\$2,500.00
2	Erosion Control	1	LS	\$2,500.00	\$2,500.00
3	Sawcut Existing Pavement	1100	LF	\$1.50	\$1,650.00
4	Pavement Repair (where sawcut & removed)	2850	SF	\$4.00	\$11,400.00
5	Connect to Existing Sanitary Sewer Manhole	1	LS	\$5,000.00	\$5,000.00
6	8" Ductile Iron Sanitary Sewer in paved area	330	LF	\$75.00	\$24,750.00
7	8" PVC Sanitary Sewer in paved area	175	LF	\$65.00	\$11,375.00
8	8" PVC Sanitary Sewer outside of paved area	332	LF	\$55.00	\$18,260.00
9	48" Sanitary Sewer Manhole	2	EA	\$4,500.00	\$9,000.00
10	Sanitary Sewer Clean Out	1	EA	\$1,000.00	\$1,000.00
11	6" PVC Sanitary Sewer Laterals	80	LF	\$40.00	\$3,200.00
12	Connect to Existing Waterline	1	LS	\$1,500.00	\$1,500.00
13	Waterline 8" D.I.	483	LF	\$45.00	\$21,735.00
14	Fire Hydrants	2	EA	\$1,200.00	\$2,400.00
15	Temporary Waterline Blowoff	1	EA	\$1,000.00	\$1,000.00
16	Rock Excavation	1	LS	\$20,000.00	\$20,000.00
17	Traffic Control	1	LS	\$5,000.00	\$5,000.00
Opinion of Probable Construction Costs				Total	\$142,270.00
City of St Helens Public Improvement Permit Fee (2% of Construction Costs)					\$2,845.40

Notes:

- 1 Estimates based on dry weather construction.

EXHIBIT "B"
SECURITY INSTRUMENT



**PERFORMANCE BOND
(Subdivision Improvements)**

Bond No. : 4451555

WHEREAS, St. Helens II LLC (herein designated as "Principal"), and City of St. Helens (herein designated as "Obligee") have entered into an agreement whereby Principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated , January 12, 2022 and identified as project Public Water and Sanitary Sewer for Columbia Commons Lot 4 Commercial Subdivision, is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Markel Insurance Company, as surety, are held and firmly bound unto the Obligee in the penal sum of One Hundred Fifty Six Thousand Four Hundred Ninety-Seven and NO/100 US dollars (\$156,497.00) lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee , its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. This bond will remain in effect until the Principal has performed all obligations required by Obligee in connection with said improvements.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or

to the work or to the specifications, however, the Surety shall not be liable for a greater sum than the amount specified in the bond.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on January 26 , 2022.

Principal

Address of Principal:

1091 Coal Mine Way

Cle Elum, WA

98922

St. Helens II, LLC

By: _____

Address of Surety:

4521 Highwoods Pkwy

Glen Allen, VA

23060

Surety

Markel Insurance Company

By: Mallory K. Visser
Mallory K. Visser, Attorney-In-Fact



Acknowledgment by attorney-in-fact must be attached.

POA# 4710022

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Cassandra Jones, Joseph Tejada, Taryn Schram Von Haupt, Rita M. Filbeck, Mallory K. Visser

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

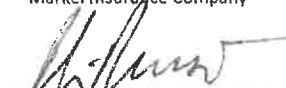
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of September, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



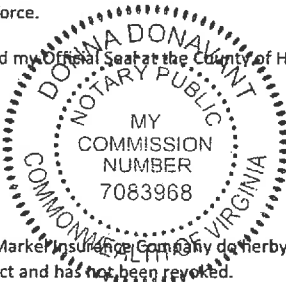
Markel Insurance Company


By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 25th day of September, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

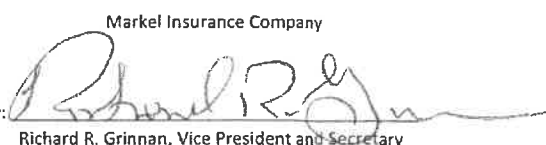
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 26th day of January, 2022.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **Gabriel Shepherd** (“Contractor”).

RECITALS

A. The City is in need of personal services for **transcription of City Council meetings**, and Contractor represents that it is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to **transcription of City Council meetings**, and Contractor accepts such engagement. The principal contact for Contractor shall be **Gabriel Shepherd**, phone: **(541)833-0217**.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

3. Term. Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on **February 28, 2023**. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

4. Compensation. The terms of compensation for the initial term shall be as provided in Attachment C.

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor’s cost for approved sub-consultants may be

marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.3 The City may suspend or withhold payments if Contractor fails to comply with any requirement of this Agreement.

5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

6. Document Ownership. Contractor shall retain all common law, statutory and other reserved rights, including copyrights, in all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement, except that all copies of such plans, designs, calculations and other documents and renditions provided to City shall become the property of City who may use them without Contractor's further permission for any lawful purpose related to the project. Upon execution of this agreement, Contractor grants to City an irrevocable, nonexclusive license to use Contractor's work products created through its services for the project. The license granted under this section permits City to authorize its contractors, subcontractors of any tier, consultants, subconsultants of any tier, and material or equipment suppliers, to reproduce applicable portions of the work products in performing services for the project. Any unauthorized use of Contractor's work product for purposes unrelated to the project shall be at City's sole risk and without liability to Contractor.

7. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery, email, or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: City of St. Helens
Attn: City Administrator
265 Strand Street
St. Helens OR 97051

CONTRACTOR: **Gabriel Shepherd**
 1445 SW A Avenue #17
 Corvallis, OR 97333
 Gabriel.s.shepherd@gmail.com
 541-833-0217

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

8. Standard of Care. Contractor shall comply with the applicable professional standard of care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. Insurance.

9.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

9.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage without the written permission of City.

9.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City may charge the cost against any moneys due Contractor hereunder or for any other contract.

9.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required coverages. The policies shall contain an endorsement naming the City, its council members, officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

9.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

10. Termination.

10.1 Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Contractor under any of the following conditions:

10.1.1 If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of service. This Agreement may be modified to accommodate a reduction in funding.

10.1.2 If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

10.1.3 If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, suspended, revoked, or not renewed.

10.1.4 If Contractor becomes insolvent, if a voluntary or an involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

10.1.5 If Contractor is in breach of this Agreement, and such breach is not remedied as contemplated by Section 10.2 of the Agreement.

10.2 Breach of Agreement

10.2.1 Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to remedy a breach within three (3) working days of its actual notice or receipt of written notice from the City, City may terminate that part of the Agreement affected by the breach upon written notice to Contractor, may obtain substitute services in a reasonable manner, and may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

10.2.2 If the breach is material and Contractor fails to remedy the breach within three (3) working days of receipt of written notice from the City, City may declare Contractor in default, terminate this Agreement and pursue any remedy available for a default.

10.2.3 Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this Section 10.2, Contractor shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

10.2.4 In the event of termination of this Agreement due to the fault of the Contractor, City may immediately cease payment to Contractor, and when the breach is remedied, City may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement, along with any additional amounts for loss and damage caused to the City by the breach, and withhold such amounts from amounts owed by City to Contractor. If the amount due Contractor is insufficient to cover City's damages due to the breach, Contractor shall tender the balance to City upon demand.

10.3 Termination for Convenience.

10.3.1 City may terminate all or part of this Agreement at any time for its own convenience by providing three (3) days written notice to Contractor. Upon termination under this paragraph, Contractor shall be entitled to compensation for all services properly rendered prior to the termination, including Contractor's and sub consultants reasonable costs actually incurred in closing out the Agreement. In no instance shall Contractor be entitled to overhead or profit on work not performed.

10.3.2 The Contractor may terminate all or part of this Agreement at any time for their own convenience by providing three (3) days written notice to City. Upon termination under this paragraph, Contractor shall be entitled to compensation for all services properly rendered prior to the termination, including Contractor's and sub consultants reasonable costs actually incurred in closing out the Agreement. In no instance shall the Contractor be entitled to overhead or profit on work not performed.

11. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

12. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

13. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach. All waivers shall be done in writing.

14. Indemnification.

14.1 Liability of Contractor for Claims Other Than Professional Liability. For claims for other than professional liability, Contractor shall defend, save and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Contractor, its subcontractors, sub-consultants, agents or employees under this Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor.

14.2 Liability of Contractor for Claims for Professional Liability. For claims for professional liability, Contractor shall save, and hold harmless City, its officers, agents and

employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor, its subcontractors, sub-consultants, agents or employees in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City.

14.3 Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265.

15. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon.

16. Compliance with Law.

16.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

16.2 Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the services provided for in the Agreement and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor.

16.3 Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Agreement.

16.4 Contractor shall not permit any lien or claim to be filed or prosecuted against the City or its property on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien or claim so filed or prosecuted.

16.5 Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

16.6 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a subcontractor by any person in connection with the Agreement as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the Agreement. The payment of a claim in the manner authorized hereby shall not relieve the Contractor from his/her or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

16.7 If the Contractor fails, neglects or refuses to pay a person that provides

labor or materials in connection with the Agreement within 30 days after receiving payment from the City, the Contractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

16.8 Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

16.9 No person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:

16.9.1 Either:

16.9.1.1 For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

16.9.1.2 For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

16.9.2 For all work performed on Saturday and on any legal holiday specified in ORS 279C.540;

16.9.3 Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

16.10 The Contractor must give notice to employees who work on this Agreement in writing, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

16.11 All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

16.12 All sums due the State Unemployment Compensation Fund from the Contractor or any subcontractor in connection with the performance of the Agreement shall be promptly so paid.

16.13 Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

16.14 Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

16.15 The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.

16.16 If Contractor is a foreign contractor as defined in ORS 279A.120, Contractor shall comply with that section and the City must satisfy itself that the requirements of ORS 279A.120 have been complied with by Contractor before City issues final payment under this agreement.

16.17 If this Contract exceeds \$50,000, is not otherwise exempt, and includes work subject to prevailing wage, Contractor shall comply with ORS 279C.838, ORS 279C.840, and federal law.

16.18 Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.

16.19 Contractor shall ensure that any lawn and landscape maintenance, if applicable, shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

16.20 Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017.

16.21 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

16.22 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

16.23 Any other condition or clause required by law to be in this Agreement

shall be considered included by this reference.

17. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

18. Publicity. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

19. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

20. Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

21. Mediation/Dispute Resolution

21.1 Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any arbitration or litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation or binding arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in the City of St. Helens, unless both parties agree in writing otherwise. If arbitration is selected by the parties, the parties shall exercise good faith efforts to select an arbitrator who shall be compensated equally by both parties. Venue for any arbitration shall be the City of St. Helens. Venue for any litigation shall be the Circuit Court for Columbia County.

22. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, expert fees and costs incurred therein at arbitration, trial and on appeal.

23. Records, Inspection and Audit by the City.

23.1 Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after City makes final payment on this Agreement and all other pending matters are closed.

23.2 Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its

agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

23.3 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within three (3) years after City makes final payment on this Agreement and all other pending matters are closed.

23.4 This Section 23 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

24. Force Majeure. Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

25. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

26. Severance. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized undersigned agent, and Contractor has executed this Agreement on the date written below.

CITY:**CITY OF ST. HELENS**

Council Meeting Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:**GABRIEL SHEPHERD**

Signature: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____


City Attorney

ATTACHMENT A
Scope of Work

Transcription of City Council meeting recordings.

ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract. It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence	\$1,000,000	YES No 
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advertising Injury	\$1,000,000	
		w/umbrella or \$1,500,000 w/o umbrella	
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	NO
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		NO
Professional Liability	Per occurrence	\$500,000 or per contract	NO
	Annual Aggregate	\$500,000 or per contract	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Professional liability insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured.

Certificates of Insurance shall be forwarded to:

City Administrator
City of St. Helens
265 Strand Street
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Agreement have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Agreement. Such certificates and/or binders must be delivered prior to commencement of the Services.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Agreement.

ATTACHMENT C

Terms of Compensation

Gabriel Shepherd cost proposal for the City of St. Helens, Oregon for minutes recording services.

Base Cost Proposal

\$30 an hour

Maximum Billable Hours

Each meeting has maximum billable hours equal to three times the length of the meeting (i.e. a maximum charge of \$90 for a one-hour meeting). If a meeting has special requirements or is particularly complicated, the City and the contractor may agree to increase the maximum billable hours for that meeting.

CONTRACT PAYMENTS

City Council Meeting
February 2, 2022

David Evans and Associates Inc.

Project: Columbia Blvd. Sidewalk & Safety Imps (Inv#502688) \$ **292.80**

Keller Associates

Project: Water Master Plan (Inv#213781) \$ **5,050.00**



Item #6.

245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

#302-000-5201

APPROVED FOR PAYMENT

INIT

DATE

ACCOUNTS PAYABLE

FINANCE

SUPERVISOR

SD

1/25/22

MZ

1/25/22

January 21, 2022

City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

Transmitting Invoice No. 213781 – St Helens – Water Master Plan

City of St Helens:

Please find attached invoice in the amount of \$5,050.00 for project number 221096-000. During the month of December, Keller Associates completed the following engineering services:

- Project management
- Meetings and correspondence
- TAC #4 and Minutes
- Drafting report for supply analysis, delivery and storage analysis
- Capacity analysis
- Model connectivity
- Model evaluation
- Report documentation

If you have any questions, please do not hesitate to contact me at 503.364.2002.

Sincerely,

KELLER ASSOCIATES, INC.

Peter Olsen, PE
Project Manager

City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

January 7, 2022

Project No: 221096-000

Invoice No: 0213781

Project 221096-000 St. Helens - Water Master Plan
Project Manager: *Peter Olsen* Digitally signed by Peter Olsen
Date: 2022.01.20 12:47:39 -0800**Professional Services from December 1, 2021 to December 31, 2021**

Task	001	Project Management and Meetings	
Fee			
Total Fee		16,510.00	
Percent Complete	61.00	Total Earned	10,071.10
		Previous Fee Billing	8,420.10
		Current Fee Billing	1,651.00
		Total Fee	1,651.00
		Total this Task	\$1,651.00

Task	002	Data Collection, Review and Facility Tour	
Fee			
Total Fee		13,680.00	
Percent Complete	100.00	Total Earned	13,680.00
		Previous Fee Billing	13,680.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task	003	System Inventory and Condition Assessment	
Fee			
Total Fee		9,165.00	
Percent Complete	98.00	Total Earned	8,981.70
		Previous Fee Billing	8,981.70
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task	004	Planning Criteria	
Fee			
Total Fee		13,570.00	
Percent Complete	100.00	Total Earned	13,570.00
		Previous Fee Billing	13,570.00
		Current Fee Billing	0.00
		Total Fee	0.00

Project	221096-000	St. Helens - Water Master Plan	Invoice	0213781
Total this Task			0.00	

Task	005	Water Supply and Distribution System Analysis		
Fee				
Total Fee	20,195.00			
Percent Complete	35.00	Total Earned	7,068.25	
		Previous Fee Billing	5,856.55	
		Current Fee Billing	1,211.70	
		Total Fee		1,211.70
		Total this Task		\$1,211.70

Task	006	Water Treatment Evaluation		
Fee				
Total Fee		7,990.00		
Percent Complete		100.00	Total Earned	7,990.00
			Previous Fee Billing	7,990.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00

Task	007	Water System Hydraulic Model		
Fee				
Total Fee	36,455.00			
Percent Complete	85.00	Total Earned	30,986.75	
		Previous Fee Billing	28,799.45	
		Current Fee Billing	2,187.30	
		Total Fee		2,187.30
			Total this Task	\$2,187.30

Task	008	Water System O&M Plan		
Fee				
Total Fee	3,260.00			
Percent Complete	0.00	Total Earned	0.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
Total this Task				0.00

Task	009	Staff Interviews & Staffing Level Analysis		
Fee				
Total Fee	5,375.00			
Percent Complete	30.00	Total Earned	1,612.50	
		Previous Fee Billing	1,612.50	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00

Project	221096-000	St. Helens - Water Master Plan	Invoice	0213781
Task	010	Capital Improvement Plan		
Fee				
Total Fee	19,860.00			
Percent Complete	0.00	Total Earned	0.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00
Task	011	Draft and Final Water System Master Plan		
Fee				
Total Fee	8,590.00			
Percent Complete	0.00	Total Earned	0.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00
Task	012	Public Meetings		
Fee				
Total Fee	6,545.00			
Percent Complete	0.00	Total Earned	0.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00
Task	013	Water Management & Conservation Plan Update		
Fee				
Total Fee	14,630.00			
Percent Complete	0.00	Total Earned	0.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00
Total this Invoice				\$5,050.00
Outstanding Invoices				
	Number	Date	Balance	
	0213487	12/15/2021	32,850.20	
			32,850.20	
Billings to Date				
		Current	Prior	Total
Fee		5,050.00	88,910.30	93,960.30
Totals		5,050.00	88,910.30	93,960.30



DAVID EVANS
AND ASSOCIATES INC.

APPROVED FOR PAYMENT

January 18, 2022

Sharon Darroux
City of St. Helens
265 Strand Street
St. Helens, OR 97051

INIT	ACCOUNT'S PAYABLE	DATE
SD	FINANCE	1/25/22
MZ	SUPERVISOR	1-25-22
#301-000-53001 →		\$146.40
#205-000-53002 →		\$146.40

**SUBJECT: Columbia Boulevard Sidewalk and Safety Improvements
Invoice and Progress Report No. 21**

Dear Ms. Darroux:

Enclosed is the Invoice and Progress Report No. 21 for Preliminary Engineering (PE) Services for the Columbia Boulevard Sidewalk and Safety Improvements Project. This information covers the period of November 28, 2021 through December 25, 2021.

Please note that there may be some costs associated with the activities performed during this period, which have not yet cleared our accounting system. These costs will be invoiced in the billing period in which they are received.

Please review the enclosed information and let us know how we may modify the data to make it more meaningful to you. If you have questions or need additional information, please call me or my project assistant Alisha Reynaldo at 503-480-1312.

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.

Paul Tappana

Paul Tappana
Project Manager

PDT:anre
Enclosures



**DAVID EVANS
AND ASSOCIATES INC.**

Sharon Darroux
City of St. Helens
265 Strand Street
St. Helens, OR 97051

Invoice Number 502688
Invoice Date January 18, 2022
PO Number
Page 1 of 1

Work Beginning 11/28/2021 through 12/25/2021

Manager: Paul Tappana

Project STHN0000-0002: Columbia Boulevard Sidewalk and Safety Improvements

		<u>Current Hours</u>	<u>Rate</u>	<u>Current Amount</u>
Contract Work Performed				
Project Accountant II	Dongyang Liu	0.10	98.29	9.83
QA/QC Specialist I	Alli Kent-Vandehey	1.00	71.49	71.49
QA/QC Specialist III	Alisha Reynaldo	2.00	105.74	211.48
Subtotal	Contract Work Performed	3.10		292.80
Invoice Total				\$292.80

Invoiced by: Alisha Reynaldo

Aged Receivables as of 1/13/2022

<u>0 To 30 Days</u>	<u>31 To 60 Days</u>	<u>61 To 90 Days</u>	<u>Over 90 Days</u>	<u>Total Outstanding</u>
\$731.11	\$0.00	\$0.00	\$0.00	\$731.11

Submit payment to: Dept LA 24340 Pasadena CA 91185-4340

DAVID EVANS AND ASSOCIATES, INC.**Project Billing Budget Summary (by WBS)**

Project: STHN00000002

11/28/2021-12/25/2021

Phase	WBS Description	Contract Amount	Billed This Period	Previously Billed	Billed To Date	Remaining Contract	% Billed	% Completed
00101	Project Administration	4,278.00	292.80	8,297.89	8,590.69	(4,312.69)	201%	80%
00102	Kick-Off Meeting	986.00	-	867.40	867.40	118.60	88%	100%
00103	Quality Assurance and Quality Control	1,290.00	-	-	-	1,290.00	-	-
00201	Collect, Compile and Evaluate Data	329.00	-	206.18	206.18	122.82	63%	100%
00202	Survey and mapping	329.00	-	143.62	143.62	185.38	44%	100%
00301	Preliminary (60%) Design	16,473.00	-	18,658.82	18,658.82	(2,185.82)	113%	95%
00302	Advance (95%) Design	13,080.00	-	-	-	13,080.00	-	-
00303	Final (100%) Design	4,408.00	-	-	-	4,408.00	-	-
00401	Community Outreach	1,972.00	-	-	-	1,972.00	-	-
00501	Utility Relocations	5,785.00	-	-	-	5,785.00	-	-
SUBKL	KLS Surveying	8,800.00	-	8,795.00	8,795.00	5.00	100%	100%
		57,730.00	292.80	36,968.91	37,261.71	20,468.29	65%	

Columbia Boulevard Sidewalk and Safety Improvements: R-679

Progress Report No. 21

**For the period:
November 28, 2021 through December 25, 2021**

January 18, 2022

Submitted via email to:

Sharon Darroux
City of St. Helens
265 Strand Street
St. Helens, OR 97051

Prepared by:

David Evans and Associates, Inc.
530 Center Street NE, Suite 605
Salem, Oregon 97301

PROGRESS REPORT NO. 21

For the period November 28, 2021 through December 25, 2021

Columbia Boulevard Sidewalk and Safety Improvements: R-687

Contract NTP: February 22, 2019

Contract End: November 25, 2022

Contract Values:

Current Contract NTE: \$57,730.00

Previously Billed: \$36,968.91

Current Billing: \$292.80

Remaining \$20,468.29

Work Performed in Reporting Period:

- Project coordination and invoicing

Anticipated Upcoming Work

- Continued culvert and sidewalk design
- We have expended the budget for the 60% design, and will make it up in the 100% design task

City of St. Helens
Library Board

Minutes from Monday, December 13, 2021

St. Helens Public Library - Hybrid - Columbia Center and ZOOM

Members Present

Dan Davis, Chair
 Rob Dunn, Vice Chair
 Amanda Heynemann
 Jana Mann
 Jessica Sturdivant
 Diana Wiener

Members Absent

Becky Bean
 Melisa Gaelrun-Maggi, Past Chair

Guests

Rachael Barry, City of St Helens

Councilors in Attendance

Stephen Topaz

Staff Present

Margaret Jeffries, Library Director
 Dan Dieter, Library Board Secretary



CALL MEETING TO ORDER: The meeting was called to order at 7:16 pm by Chair Davis.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: N/A

PREVIOUS MEETING MINUTES: Minutes were reviewed and approved.

STRATEGIC PLANNING EXERCISE: Rachael Barry, the Government Affairs & Project Support Specialist began the Strengths, Weaknesses, Opportunities and Challenges (SWOC) process by asking board members to list some strengths of the Library. The group came up with a long list, including attributes like having a supportive Council, having a knowledgeable staff, providing great youth programs, offering support for community groups, making a safe space for diversity and offering resources for underserved populations. The group then made a list of weaknesses, including losing our Director, interconnectedness with other County libraries, limited hours, and the loss of physicalness because of the curtain of Covid-19. The group then made a list of opportunities, including utilizing extra space around the building for expansion, increasing genealogy resources, increasing partnerships with local groups, including the School District, using the Makerspace as a launchpad for connecting with the community, and

increasing funding sources like grants / endowments. The group then made a list of challenges, including the inability to get a library card without a residential address, providing resources for the homeless / houseless populations, being prepared for large scale emergencies (i.e., earthquakes), and serving the varying requirements for different levels of digital technology. The group then discussed some of the challenges in general, including the Library's roll in offering social services, like warming / cooling center services, some that might be better addressed from a City wide approach.

LIBRARY DIRECTOR'S REPORT: PROCESS FOR SELECTING NEW LIBRARY DIRECTOR: Director Jeffries described the process for hiring the new Director. There will be sets of interviews in January by teams that will include City Councilors, City staff, Library staff, Library Board members, and community members. At least a dozen applications have been received by the City so far and Director Jeffries had referred several prospective applicants to the City that had contacted her directly. Chair Davis asked how this process differs from the process when Director Jeffries was hired. Director Jeffries stated that it was a much different process back then, and she was already working here at the Library when the Director position became available. Director Jeffries stated that the newly hired Library Assistant, Allen Hansen, worked his first day today. He will fill the role of Makerspace Tech and will support current and future programs in the Makerspace. His background includes setting up the Makerspace at the University of Portland. **REVIEW OF CURRENT STRATEGIC PLAN:** Director Jeffries stated that the City Council is requesting a list of projects for the next two-year period. Library staff met with Rachael Barry at a recent staff meeting and developed a list that included no longer charging overdue fines, developing a courier service between libraries in Columbia County, securing long term funding for the Makerspace, creating free library cards for all students, and reviewing current mission and value's statements to begin a rebranding process. The group discussed the rebranding process and the active participation of Board members in that process.

CITY COUNCILOR'S REPORT: Councilor Topaz stated there was no new news to add.

BOARD MEMBER CONCERNS / COMMENTS / QUESTIONS: N/A

SUMMARIZE ACTION ITEMS: Chair Davis identified the following items: Rachael Barry will send out the list of SWOC items and ask each board member to vote for two items from each area that they feel are the most important. Director Jeffries will send out the list of future projects identified by staff to board members for feedback.

NEXT MEETING: The next regularly scheduled meeting will be Tuesday, January 18, 2022 at 7:15 p.m. via Zoom.

ADJOURNMENT: Chair Davis adjourned the meeting at 8:31 pm.



Respectfully submitted by:

Library Board Secretary, Dan Dieter

2021-2022 Library Board Attendance Record

P=Present E=Excused Absence U=Unexcused Absence

Date	Bean	Davis	Dunn	Gaelrun-Maggi	Heynemann	Mann	Sturdivant	Wiener	VACANT
07-12-2021	P	E	P	P	P	P	P	E	
08-9-2021	P	P	P	P	P	P	P	E	
09-13-2021	E	P	P	P	E	P	P	P	
10-11-2021	P	E	P	P	P	P	E	E	
11-8-2021	E	P	P	E	E	P	P	P	
12-13-2021	E	P	P	E	P	P	P	P	
01-18-2022									
02-15-2022									
03-14-2022									
04-11-2022									
05-9-2022									
06-13-2022									

City of St. Helens

Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 2nd day of February, 2022 are the following Council minutes:

2021

- Work Session, Executive Session, and Regular Session Minutes dated January 5, 2022
- Special Session Minutes dated January 12, 2022
- Work Session, Executive Session, Public Forum, Public Hearings, and Regular Session Minutes dated January 19, 2022

After Approval of Council Minutes:

- ☐ Scan as PDF Searchable
- ☐ Make one double-sided, hole-punched copy and send to Library Reference
- ☐ Minutes related to hearings and deliberations get copied to working file
- ☐ Save PDF in Minutes folder
- ☐ Update file name & signature block on Word document & copy Word document into Council minutes folder in Shared Drive
- ☐ Upload & publish in MuniCode
- ☐ Email minutes link to distribution list
- ☐ Add minutes to HPRMS
- ☐ Add packet and exhibits to HPRMS
- ☐ File original in Vault
- ☐ Update minutes spreadsheet



COUNCIL WORK SESSION

Wednesday, January 05, 2022

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Doug Morten
 Councilor Patrick Birkle
 Councilor Stephen R. Topaz
 Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator	Mouhamad Zaher, Public Works Director
Matt Brown, Finance Director	Peter Hicks, City Attorney
Kathy Payne, City Recorder	Tina Curry, Event Coordinator
Lisa Scholl, Deputy City Recorder	
Jenny Dimsho, Associate Planner/Community Development Project Manager	

OTHERS

Stephanie Patterson	Bill Eagle
Brady Preheim	Claudia Eagle
Jane Garcia	Scott
Jennifer Pugsley	Amy Bynum
Chris Cannard	Adam, Arciform

CALL WORK SESSION TO ORDER – 1:00 p.m.

Council President Morten read the Council Mantra.

VISITOR COMMENTS - Limited to five (5) minutes per speaker

- ◆ Brady Preheim. Bill Eagle is a great guy. He hates the Council Mantra. The tourism meeting was very good until Michael Sykes left. Submitted a public records request for more information from the Tourism Executive Summary. Most of the things listed have already been done. Tourism netted a revenue of over \$1 million, and they're worried about \$27,000 being repaid? When Council President Morten asked Finance Director Brown what the current balance is of tourism, he refused to answer. That is insubordination. A professional would have responded that it has not been audited, so it's subject to change. He has clearly lost that ability. He was proud of Brown when he bravely came forward to talk about the abuse by Councilor Topaz. But now he seems to have PTSD. His job should not be political. The profit was over \$700,000. What other department does that? It's ridiculous. She's now here without a contract. She has proven her worth. The Council continues to abuse her. What other departments are scrutinized this much? What about the Recreation Division? That spends and wastes money. Event Coordinator Curry generates money. She does coordinate other events. It would be crazy for her to supply her passwords.
- ◆ Jennifer Pugsley. Michael Sykes was great leading the tourism discussion. She was concerned that no one discussed the National Historic District that can draw people here. It's a way to

engage local people. They want to know what the district looked like. She requested they include it in the conversation. "Heritage tourism is a community story that is curated and showcased in a way that brings people back to Main Street."

DISCUSSION TOPICS - *The Council will take a break around 3:00 p.m.*

1. Presentation of Plaque to Bill Eagle in Appreciation for his Service on City Commissions

Mayor Scholl presented Bill Eagle with a plaque for 21 years of service. His insight has been very valuable.

- Budget Committee, May 2007 – December 2021
- Parks Commission, December 2008 – December 2010
- Parks Commission, March 1994 – December 2000

Council President Morten acknowledged Bill's community involvement, such as his work with the Soil & Water Conservation District and Kiwanis. His wife, Claudia, has been a constant advocate and supporter.

Councilor Birkle talked about his history with Bill and Claudia. It has been a pleasure serving with him. He appreciates that he was willing to serve for so long. He looks to him as a mentor and role model.

Bill Eagle said he loves democracy. We grow and become stronger seeing things differently. He was critical of the City when he served on the Parks Commission, but saw it much differently when he joined the Budget committee. He developed appreciation and respect for the Council and staff. No matter what you do, it's going to be wrong in someone's eyes. Council members are sincere people who care about their city, which is why they serve. He thanked them for the opportunity to serve and learn.

2. Building Division Semi-Annual Report - Mike

Postponed until a later date.

3. Tourism Year-End Report

City Administrator Walsh reported that they are in a place where they should be celebrating the successes of tourism. Unfortunately, there seems to be a lack of trust. He talked about the growth and changes in tourism over the years. They should be proud of how far it's come. St. Helens is one of the top destinations for Halloween.

Event Coordinator Curry reviewed her report. A copy of the handout she distributed to Council is included in the archive packet for this meeting.

- Developed tourism as they could afford it
- E2C loaned props in the beginning
- Have acquired a large inventory over time
- Inventory list was emailed to Council last week
- Since November, spent another \$50,000 procuring things needed for 2022
- Around \$800,000 remaining in the tourism account
- Used ticket revenues to direct pay for expenses
- Fine with having an audit done. The auditor will just need to compare spreadsheets.
- Drastic programs to increase ticket revenue to afford the following:
 - Tram
 - Boat to take people to Sand Island
 - Improvements on Sand Island
 - Disc golf course
 - Sandcastle competition
 - Improvements to Nob Hill Nature Park
 - Improvements to Rose Garden
- Need things to keep downtown active
- Add items to the alien exhibit because it's popular

- Have the haunted house open year-round. Building improvements are needed first.
- Get people involved in town to create popup events
- Parking will be an issue in the future. Need to consider renting space at area fields and transporting visitors here.
- Biggest issue is always money. Need to be able to purchase things as needed.
- Create evening tours on a tram to visit residential Halloween displays in town.
- Parking is always included in ticket prices, in an effort to take the pressure off the community.
- There is turbulence in town. She found other jurisdictions are going through the same. A group conducted a tourism survey in small, rural towns. What makes tourism die? All five challenges have happened here. Thankfully, it has not stopped them from holding fantastic events. It takes cooperation from everyone to do this for the community and businesses. When tourism doesn't happen, it's impactful. Top survey responses:
 - Lack of cooperation and negativity among local leaders
 - Lack of cooperation among local businesses
 - Marketing issues for small businesses
 - Finding and keeping volunteers
 - Common business weaknesses
- These issues can be resolved, starting with help from the Council
- The Main Street Alliance is great. What else can be done to increase people's cashflow without burdening the local neighborhoods?
- Give people her phone number and email address when they have questions. It does not help when they make assumptions or give the wrong information.
- Various City departments sign off on permits months in advance of the event. They are aware of events and street closures.
- Ordered multiple signage stations

Council President Morten suggested spending tourism money to improve areas in the city. For example, the Veteran's Plaza was created in McCormick Park to offer a safe, clean place to honor veterans and service members. The Plaza in front of the Courthouse, which is owned by the County, becomes a muddy mess during Halloweentown and Christmas. He recommends collaborating with the County to make the Plaza more usable in the fall and spring. Curry has thought about that a lot and agreed that tourism dollars could help start the project. One idea is to purchase a brick with someone's name on it. They could lay sections of bricks in the Plaza as funding is available. Maybe Main Street could do it as a partnership with businesses? Walsh added that the County has expressed interest and support of projects in the Plaza and Rose Garden. The Urban Renewal Plan also includes those areas as projects. If they do it, they should have it designed professionally to include finish and electrical.

Walsh referred to the Tourism Executive Committee recommendation. There is a lot of accounting work involved. He is requesting the City receive all the revenue and expense information. There are reasons government has a lot of processes and controls. Trust first needs to be established with an audit and reporting.

Tina asked the Council what their expectations are for the money they are paying.

Mayor Scholl is in favor of including St. Helens history in events. Tina responded that the blue card distributed to ticket holders included an interactive historical walking tour of the downtown area. More can be added to the card. It's cloud-based and can be changed instantly. If they had a tram, they could do city-wide tours next year that includes more historic sites.

Walsh explained that revenues collected by the City are public funds. Those public funds are subject to public processes. If they want to buy a tram, they are required to publish notice and conduct a public hearing. Curry was not aware of that process. She has just been purchasing items needed when the

funds are available. Walsh added that the tram is a big purchase. He is uncomfortable giving approval for it and wants the Council to move the revenue to the City for the purchase.

Councilor Birkle talked about public money and usual processes. If the model is changed, then they need to make sure they are following their procedures. Whatever the amount is coming in should be part of the budget process with Finance Director Brown. Curry responded that she should have just purchased the tram on her own credit card, making it an asset of tourism, without going through that process. Councilor Birkle pointed out that it's public money now and they need a process. Staffing is one of the shortfalls of the City. He recommends they look at filling the Community Development Director position with someone who can coordinate with tourism, the Chamber, Main Street, etc. How do they ensure this vision goes forward so that everyone feels included? The current contract talks about event plans. The City hasn't overseen the contract closely due to staffing. What if Curry is not available? Are there logistical master plans that someone can grab and go? Curry said yes. There are a lot of volunteers at events who know what is going on. Councilor Birkle is not recommending volunteers, but a staff member like Stephanie Patterson. He would also like a year-end written report following each event. Council President Morten said Curry already reports after each event. Councilor Birkle clarified that he is requesting a written summary. Curry confirmed that she could create a written summary.

Councilor Topaz agreed with Councilor Birkle. They do not have a master plan. There is no detail in the contract. Mayor Scholl said that was the purpose of the tourism meeting last month. Councilor Topaz went on to say that the current contract is not good. It was created before they were as big as they are now. They need to lay it out accurately in writing. Mayor Scholl said the Council is already moving forward with the new contract. Curry can apply for permits like anyone else.

Councilor Chilton expressed that the confusion seems to come from not understanding the role of an independent contractor. They don't understand what they are supposed to do, and Tina doesn't understand what the City is supposed to tell her to do. Council President Morten said he has gotten clarification for it in the past. It would be hard to bring in reports for all independent contractors.

City Attorney Hicks pointed out that the nature of the agreement will dictate responsibilities. What you are asking for is reporting is in the contract. The City is essentially outsourcing the events. The contractor puts on the event, but the Council can monitor how it's going. It is all dictated by the contract. They need to be careful of exercising too much direction and control over what the contractor is doing. They are retaining the contractor to do the job for them, not for them to manage every piece of it. There is some degree of trust. They can ask for periodic reporting.

Councilor Chilton wants to make sure they are doing things correctly. Hicks said the City needs to make sure the contractor is doing what is asked. They need to have enough information to cover the City's obligation of monitoring what is happening, where the money is going, and how the events are working. They don't want to exercise so much control over the contractor that she becomes an employee.

Councilor Birkle acknowledged the stellar work done by the Tourism Executive Committee. They know a lot about what is going on and need to be recognized for the work they did.

Walsh confirmed that they are not going to renew the existing contract. It's not terminated. Tourism is not going to stop. They are working on a new contract. It will take time to get an audit. Hicks added that the contract language includes that it continues unless it's terminated. The only way that it would be terminated is if there is a substantial failure to perform by the contractor or the City abandons the project. Neither of those things have happened. The existing agreement will continue while you work on the new one. Councilor Topaz asked if there is a good definition for performance met. Hicks responded that you would look at the overall performance of the contract and determine if there was a substantial failure to perform. It does not appear that has happened yet. It makes sense to have a more formalized evaluation process at the end of each contract term.

Mayor Scholl asked what would need to be done to proceed with the purchase of a tram now that the funds have been submitted to the City? Hicks said a public hearing would be required with a seven-day notice. Mayor Scholl asked how they can let the public know that it's revenue generated from tourism and not general fund money. Hicks said they can explain that at the meeting.

Councilor Topaz asked if a dollar limit of what the contractor can spend without City approval should be added to the contract. Hicks said they could always put a limit in there.

Council directed staff to begin the public hearing process to purchase the tram.

4. Bennett Building Phase 2 Work Order with Arciform - John/Matt/Jenny

Associate Planner/Community Development Project Manager Dimsho reviewed the work order submitted by Arciform. A copy is included in the archive packet for this meeting. They worked with Arciform on Phase I for replacement of the windows on the Bennett Building. They budgeted \$24,000 for Phase II. However, the bid came back at \$51,000. Adam with Arciform is here to provide more details. \$12,000 of the budgeted funds are from the Certified Local Government Grant Program, which requires a 1:1 match. Arciform has done great obtaining contractors to bid on the project. The specialized work and travel is challenging. There are two components:

1. Roof. Membrane covers the roof and keeps rainwater out. The membrane was not put on properly and birds are getting in and nesting.
2. Cornice above store-front windows. It is rotting and coming away from the building.

Walsh pointed out that this opportunity gets them the most benefit for the funds.

Adam explained when they first gave an estimate, they hadn't vetted it fully with subcontractors. There were a lot of hidden costs outside of what they were going to do. Arciform had to put a lot more labor into the project. They didn't realize how much was wrong until they start uncovering it. It was not investigated thorough enough during the first visit. Mayor Scholl asked if it's the entire roof or just at the wall. Adam responded that the membrane was not installed at the parapet correctly. You can see crumpled in membrane. The tiles need to be removed and repaired, pull the membrane back and remove the rotted parts, and re-mortar the top portion. All the voids will be filled, and the top will be weatherproofed. Mayor Scholl asked how long membranes last. Adam said it's about 20-25 years. Dimsho thinks it was replaced about 10 years ago. Adam said they probably have another 15 years.

Council President Morten asked about the warranty. Adam said he doesn't have that information right now and would need to get that to Dimsho for tonight's meeting.

Councilor Topaz asked if it's due to old age or bad workmanship. Adam said the metal cornice is old and rotten. The parapet is a combination of old age and how the membrane was installed.

Mayor Scholl asked Finance Director Brown where the money will come from. Brown cautioned Council on how they approach nonbudgeted expenses. He's working on the half yearly report right now and seeing an indication of additional expenses from some departments and lower revenue. Money could come from the Enterprise Funds and General Fund. They are not going to have a fun time going through the Enterprise Funds in March. In the next three to five years, they will be using a lot of resources for larger developments, capital projects, and potential investments. Mayor Scholl acknowledged the need to protect our historic building. Brown said all the buildings have needs. They can't do much more at City Hall until the floors are leveled upstairs. The next Strategic Plan includes a facilities master plan for the entire City. That may help identify the future use of that building and City Hall. Is there a process to do a little every year? It's in the historic district but not on the historic registry.

Councilor Chilton pointed out that the building will change uses after Municipal Court moves to the new Public Safety Facility. Brown said they have discussed putting Community Development in that building.

Dimsho clarified that the building is within the historic district. It's not a designated local landmark.

Council President Morten asked what it takes to adopt a building into historic landmarks? Dimsho said they recently did it with a building down the street. Two public hearings are conducted for an amendment to the Comprehensive Plan. It's about a three-month process. The criteria is in the Development Code. Council President Morten suggested that may be an option to utilize funds. Dimsho explained that designating it as a local landmark doesn't make it eligible for any funds. It's already eligible for CLG funding, just like any other building in the historic district. There is \$24,000 budgeted for the project. There is a way to separate the project into two distinct parts. The priority would be the roof. If Council is interested in breaking the scope into two parts, they could approve just that part.

Mayor Scholl wants to recognize the culture and heritage of the building. Council President Morten emphasized getting that building on the historical registry.

5. Review Request for Proposal for Parks & Recreation Master Plan - *Matt*

Brown reviewed the revised RFP. A copy is included in the archive packet for this meeting. It is on tonight's agenda for approval.

Council President Morten expressed his appreciation of the work done.

6. Review Proposed Amendments to SHMC Title 2 Administration and Personnel - *John*

Walsh reviewed the proposed amendments. A copy is included in the archive packet for this meeting.

Councilor Topaz reviewed his concerns:

- Finance director is no longer under the Council
- Changes them from a council form of government to a city manager
- None of the comments he previously sent were removed from the document
- Need to review the document line by line

Mayor Scholl disagreed with Councilor Topaz's request to have a purchasing agent. The Council oversees every aspect of the City. The entire Council has access to Administration through the City Administrator. He sees where the dollar amounts might be concerning, but it should be allowed within their budget. Increases need to be made with inflation.

Councilor Topaz argued that there needs to be double-checks for purchasing. Council President Morten said it's triple checked. Councilor Topaz disagreed. He wants someone who is independent of the system. A single purchasing agent is a double-checker. They are not a small operation anymore. Council President Morten disagreed. A purchasing agent would need a warehouse. He is asking for a lot of money to come out of the General Fund. They don't have a facility for a purchasing agent. The system is working effectively now. Councilor Topaz disagreed. They can designate the location of deliveries. The system needs to be updated. Councilor Birkle interpreted that it could be someone they already have. Even adding that task to a current employee would be burdensome. He doesn't believe there's a need to hire a person for that task. He is not aware of issues with purchasing. Has the system been working? Councilor Topaz said they got into trouble with Curry because they didn't look into the future as tourism grew. Right now, they're not having problems, but they need to consider future changes. Mayor Scholl reminded him that audits are conducted. He pleaded for them not to consider making Walsh the City purchaser. He already has too much on his plate. Walsh pointed out that it is in his job description. Councilor Birkle said he had three weeks to review it. He doesn't see anything fatal to accept. Councilor Topaz does not want it all red-lined. There's courtesy to being professional. Councilor Chilton prefers the red-lined document to view what is being changed. Councilor Topaz asked who would take over if something were to happen to Walsh. Mayor Scholl said it goes to the City Recorder.

Break - 3:07 p.m.

7. Discussion regarding Councilor Topaz Censure

Walsh reported that an email was sent to all City employees asking if there were violations of the censure. He received about a dozen responses. Four of those had interactions with Councilor Topaz. None of them were hostile in nature. There was limited interaction. Walsh has seen Councilor Topaz coming in and out of City Hall and interacting with staff, but there didn't seem to be any harassment.

Mayor Scholl had one incident regarding a resolution. There was a follow-up email after that, which he appreciated.

Council President Morten has not had any concerns. He saw him come into City Hall, but he could be checking his box. He would like to hear from Councilor Topaz about this experience. Has he grown from it?

Councilor Topaz reviewed the things stated that he did wrong:

- Used the 'n' word. That was done during a court case against the City. The City was negligent in not putting a storm drain line in his neighborhood. He complained about it in court. It was reported that a number of people heard him use the 'n' word. It was way beyond the legal time of expiration. Most of the current staff wasn't even hired yet.
- A report was made about the problem with the Engineering Licensing Board. They said they had no authority of the Administrative Court ruling that said Topaz was an Engineer and didn't do anything wrong. The Appeals Court said they're not supposed to talk about it. The State Supreme Court talked about the findings and found the City was damaging property in Topaz's area and ruled that he wasn't supposed to talk about it. They never brought up those other properties were being hurt.
- There was a red-light problem in Hillsboro where another engineer, not licensed by the State of Oregon, brought up a problem. He was fined for interfering with a public process. It went to Federal Court and was to be thrown out. The Federal Court said because of Topaz...from then on in the hearings the Topaz case of his right for public speech... They also said it was a violation of the definition of engineer. They also pointed out that the towns violated their own laws.
- There was an out-of-town meeting that he self-reported to the Ethics Board on. There were several violations. But in the hearing, it was made to sound like he threw everyone under the bus.
- They questioned expenses on the water reservoir and at the next Council meeting, Brown read a four-page letter of all the problems caused by Topaz, including that none of this would have happened if he had contacted him privately on the phone or in person. There was a question about money and received a response that he'll only tell him in private. That seems unethical. That was taken to the Ethics Board and they didn't hear it.
- There was another problem when Brown reported Topaz to the Ethics Board for asking if they were ever going to do any work to clean up the storm system. Topaz was found innocent of any violations.
- All these things are documented in court on paper. He was contacted by an engineer in Alabama who read about it in the Civil Engineering journal. Each time Topaz did something legal, he was criticized by the Council. St. Helens is trying to grow in industry. There is documentation that an outsider following the law is being censured by the Council. You don't like me...I still did my job. They have cast a shadow on the town by accusing someone of doing things according to the law. 17 people said he was a bad guy. He was not able to face any of them. Federal law says he should be able to face his accusers. You can't reduce someone's ability to congregate and talk to people. He's been doing his job. When they do things wrong, he is going to tell them about it.

Hicks explained that the issue before Council is whether they are going to remove the restrictions and allow him to contact staff without going through Walsh. He reminded the Council that Councilor Topaz did not speak with the investigator during the entire process.

Mayor Scholl said those were unrelated issues that Councilor Topaz brought up. He addressed the executive session ethics complaint and a long history of Councilor Topaz trying to sue the City. The only thing that related to this current investigation was his request for a dollar amount from Brown. Scholl is very upset with Topaz's responses.

Councilor Chilton is also. It's clear that she likes to overturn stones and Councilor Topaz does as well. The difference is that she would never treat staff like he has. She was hoping that he would have at least learned that from the censure. Councilor Topaz responded that he has not talked to that many staff members badly. Councilor Chilton believes the staff that have made reports. Mayor Scholl did not hear any acceptance from Councilor Topaz regarding the validity of the investigation. Instead, he threw out irrelevant issues.

Councilor Birkle has not wanted to silence Councilor Topaz. Seeing what was in the investigation report brought concerns, and he believes the censure was appropriate. Topaz was still allowed to attend meetings and communicate with staff. The issues he brought up today were not specific to the basis of the censure. With the information from Walsh, there doesn't seem to be any ongoing issues. It bothers him that he takes no responsibility for his actions. However, he is not certain that continuing the censure is merited based on; 1) the report from Walsh; 2) enforceability. Even though they had restrictions, they really had no means to enforce or follow-through with them. To continue without effectively reacting isn't helpful. He still has concerns about interactions with staff and encourages them to report incidents.

Councilor Topaz asked if Councilor Birkle has seen the investigation report. Councilor Birkle said yes. Councilor Topaz said his attorney asked for a copy and was denied. He doesn't even know what he was charged with.

Hicks explained that the investigation was completed some time ago. Councilor Topaz elected not to participate in it. The issue today is whether or not the restrictions in the censure should stay in place. If there are ongoing concerns that Topaz is engaging in similar conduct, then the restrictions could continue. If there are no ongoing concerns, then there may not be a need for the restrictions to continue. The comments made have been helpful. The issue before them is not the validity of the investigation, not what Topaz could or couldn't have said, and not the evidence he could have presented. None of that is relevant. The question before them is, should the restrictions continue?

Councilor Chilton asked if there were clear violations that would allow them to continue the censorship. Hicks said the City is obligated to protect their employees and allow Council members to do their jobs. The restrictions were designed to allow Councilor Topaz the ability to obtain information to do his work. Mayor Scholl agreed that the censorship still allows him to do his job. There have been three incidents; 1) coming in and chatting with staff; 2) demanding someone add an item to the agenda; 3) pulled over and showed the officer his City Councilor card. He pleaded for Topaz to acknowledge the validity of the complaints.

Councilor Topaz said the Charter allows a Council member to add something to the agenda. It doesn't say that you need three or four people, which is what the Council tried to put on him. When Deputy City Recorder Scholl did not put that on the agenda, she broke the law. She may have been given instructions not to do it, but the Charter says a Council member can put it on the agenda. Mayor Scholl responded that she did not break the law. Councilor Chilton added that Topaz should have gone to Walsh with the request. None of that even matters.

Mayor Scholl called point of order. He would like to discuss this further and vote on it tonight.

Hicks clarified that Councilor Topaz has already been censured. This is whether or not the restrictions on the censorship continue.

Council President Morten explained that they are acting like a parole board. They are giving Councilor Topaz an opportunity to say what he could possibly do in the future, what kind of behavior modifications there would be, but he has not heard anything positive to that.

Hicks said there is latitude with the censure. It said the restrictions would be in place for six months and then would be re-evaluated. They can vote to continue the restrictions, discontinue the restrictions, or evaluate it further. There are a lot of feelings and emotions, but this is a relatively narrow issue.

8. City Administrator Report - John

- Happy New Year! Looking forward to the year ahead and projects.
- The streets and riverwalk projects on the Waterfront property are moving forward.
- Two of the three City properties are closed or pending. Thank you to the Jane Garcia Team.
- Approved a resolution at the last meeting about the opioid settlement agreement. It will bring funding to cities to address opioid issues in the community. He has engaged with the County and State to bring in resources.
- Dock Use Committee meeting changed to January 25
 - The Prosecutor is making progress on Code changes
 - Columbia River Yachting Association has offered a lot of good feedback
 - The kiosk is waiting to be programmed
- There has been a lot of interest in the Library Director position
 - Zoom interviews will be held on January 21
 - In-person interviews will be held on February 11
- Grey Cliffs Park will be adding dredge spoils for a non-motorized boat launch and ADA accessible fishing dock. There is a similar one near Westport, which was very nicely done. The project will need Council support. There is a 25% match from the City. It takes time.
- Industrial Park is moving along. They have invited Cascades Tissue to be part of the conversation.
- Main Street progress has been slow, but steady.

Councilor Chilton asked how the Grey Cliffs Park project works with the Parks Master Plan. Walsh said that is on their minds. Council President Morten said there is language in the Master Plan regarding that. It will be added to the new Master Plan as well.

Councilor Topaz asked if Dalton Lake is also in the Master Plan. Council President Morten explained that they don't own Dalton Lake, but it is a nature reserve overseen by the Parks & Trails Commission. They are working with Columbia River Estuary System (CRES) on a study. The Master Plan doesn't include all the studies, but they're still moving forward. ODOT owns the property and there is a management agreement.

Dimsho pointed out that a fishing pier and in-water facility at Grey Cliffs Park is in the Master Plan.

ADJOURN – 4:07 p.m.

EXECUTIVE SESSION

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens

CITY COUNCIL

Executive Session Summary

January 5, 2022

Members Present: Rick Scholl, Mayor
 Doug Morten, Council President
 Patrick Birkle, Councilor
 Stephen R. Topaz, Councilor
 Jessica Chilton, Councilor

Staff Present: John Walsh, City Administrator
 Kathy Payne, City Recorder
 Peter Hicks, City Attorney

Others: None



At 4:09 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Real Property Transactions**, under **ORS 192.660(2)(e)**
 - Update on City-owned Millard Road property.
- **Consult with Counsel/Potential Litigation**, under **ORS 192.660(2)(h)**
 - Update on the litigation with Cascades Tissue.

The Executive Session was adjourned at 4:29 p.m.



ATTEST:

 Kathy Payne, City Recorder

 Rick Scholl, Mayor



COUNCIL REGULAR SESSION

Wednesday, January 05, 2022

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Doug Morten
 Councilor Patrick Birkle
 Councilor Stephen R. Topaz
 Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator	Mouhamad Zaher, Public Works Director
Matt Brown, Finance Director	Lisa Scholl, Deputy City Recorder
Kathy Payne, City Recorder	Tina Curry, Event Coordinator
Jenny Dimsho, Associate Planner/Community Development Project Manager	

OTHERS

Art Leskovich	Claire Catt
Brady Preheim	Erin Salisbury
Chris Cannard	Scott

CALL REGULAR SESSION TO ORDER – 7:07 p.m.

PLEDGE OF ALLEGIANCE

Councilor Chilton read the Council Mantra.

VISITOR COMMENTS – *Limited to five (5) minutes per speaker*

- ◆ Brady Preheim. A piece of his soul dies every time they read their mantra. Number 10 talks about courtesy being a rule, but they do not follow that. Although he often disagrees with them on topics, he does believe most of them are there to serve the city and have the city's best interest at heart. He does not believe that's Councilor Topaz's purpose. Topaz has stated that he's there to disrupt the City and he's done an effective job. It needs to stop. Council is not defending staff. The censure needs to continue and be stronger. Staff would probably all tell you they continue to feel threatened by Topaz. It's Council's responsibility to make sure that doesn't happen. Brady's job is to be an a**hole and hold them accountable, but it's not their job. Once they are elected, they need to follow their mantra. Council needs to send Topaz the message that it's not okay.
- ◆ Art Leskovich. Commended everyone on the Council for the work they do and all the information they must read and understand. He attended the December 15 meeting in-person, where he referred to Shauna Stroup-Harrison's question asked at the December 1 meeting. Shauna requested an update on the lagoon and received no response. He asked the same on December 15 and did not get a response. There was an approval at the regular session for a lease agreement with DSL for log storage. There is no marine or environmentally liability associated with renting that property from the State. He understands they're maintaining their sovereign rights to the shoreline of that property. Today's work session packet included a Planning Activity Report dated

12/29/2021. He referred to the paragraph under Development Code Enforcement. ACSP, who they sold the property to for a marijuana grow operation, has constructed 10 small sheds as their strategy to obtain a producer's license. Despite being informed that permits were needed, they were installed without approvals. The buildings are placed on top of the landfill. There are prohibitions that prevent placing buildings on top of a landfill. City Planner Graichen notified OLCC of this, this month. It was recommended by OLCC's marijuana inspector in January. ACSP failed to respond to a letter sent to them last February. Why did it take 11 months for Graichen to send them a letter? There are pictures showing trenches. Concerns were also indicated about potential easement encroachment and trenching into the landfill. None of these issues have been addressed. There is no environmental oversight. The December 1 executive session meeting minutes refer to a real estate agreement. Is the City planning on selling the lagoon? They are not addressing the issue of the disposal site they are proposing the lagoon for. Now it's being discussed in executive session for potential sale. Are they trying to pull the same thing they did with the marijuana property sale and not have any environmental oversight?

Mayor Scholl said they can't answer a lot of those questions. He talked to Art after the last meeting and shared as much information as he could about the lagoon. They are not considering selling the property.

ORDINANCES – Final Reading

- 1. Ordinance No. 3276:** An Ordinance Amending St. Helens Municipal Code Title 2 Relating to Administration and Personnel

Mayor Scholl read Ordinance No. 3276 by title. **Motion:** Motion made by Councilor Birkle and seconded by Council President Morten to adopt Resolution No. 3276. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Chilton; Voting Nay: Councilor Topaz

- 2. Ordinance No. 3277:** An Ordinance to Annex and Designate the Zone of Certain Property at 35480 East Division Road

Mayor Scholl read Ordinance No. 3277 by title. **Motion:** Motion made by Council President Morten and seconded by Councilor Chilton to adopt Resolution No. 3277. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Chilton, Councilor Topaz

- 3. Ordinance No. 3278:** An Ordinance to Annex and Designate the Zone of Certain Property at 58471 Columbia River Highway

Mayor Scholl read Ordinance No. 3278 by title. **Motion:** Motion made by Council President Morten and seconded by Councilor Birkle to adopt Resolution No. 3278. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

- 4. Ordinance No. 3279:** An Ordinance to Annex and Designate the Zone of Certain Property at 58284 Old Portland Road

Mayor Scholl read Ordinance No. 3279 by title. **Motion:** Motion made by Council President Morten and seconded by Councilor Chilton to adopt Resolution NO. 3279. **Vote:** Yea: Mayor Scholl, Councilor Birkle, Councilor Topaz, Councilor Chilton

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

5. Amendment No. 2 to Edge Development Agreement for Campbell Park Sport Courts
6. Extension of Agreement with Steven Wabschall for Direct Responsible Charge at Water Filtration Facility
7. Second Amendment to Agreement with Keller Associates, Inc. for Sewer and Stormwater Master Plans Updates
8. Bennett Building Phase 2 Work Order with Arciform
9. [RATIFY] Amendment No 1 to CDBG Agreement with ODBB for Food Bank Design & Construction
10. Amendment No 2 to CDBG Agreement with ODBB for Food Bank Design & Construction

11. Contract Payments

Motion: Motion made by Council President Morten and seconded by Councilor Chilton to approve '5' through '11,' except for '8,' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to approve '8' above.

Discussion.

Associate Planner/Community Development Project Manager Dimsho reported that she spoke with Adam again. The roof alone, which would fix water intrusion and nesting birds, would be between \$24,000 – 30,000. The overage would only be about \$6,000, if at all. There was a question about the warranty during the work session. Adam will need to talk to his contractor about that, but it can be included in a future contract. She would prefer to do both at the same time but relies on City Administrator Walsh and Finance Director Brown regarding budget concerns about the project cost. If Council wants to approve the full scope, they can approve it tonight, with the addition of the warranty language. If they prefer to cut the project in half, she will come back to the next Council meeting with a revised scope and the warranty.

Councilor Chilton prefers approving what was already approved, which would just be the roof cost. Then they can review it during the budget cycle. Council President Morten agreed.

Vote: Nay: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton
All opposed

It will be added to the next meeting agenda.

CONSENT AGENDA FOR ACCEPTANCE

- 12. Parks and Trails Commission Minutes dated October 11, 2021
- 13. Library Board Minutes dated November 8, 2021
- 14. Planning Commission Minutes dated November 9, 2021

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to approve '12' through '14' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

CONSENT AGENDA FOR APPROVAL

- 15. Council Work Session, Executive Session, Public Hearings, and Regular Session Minutes dated December 1, 2021
- 16. Request for Proposal for Parks & Recreation Master Plan
- 17. New Engineer I Job Description
- 18. New Engineer II Job Description
- 19. New Engineering Technician II Job Description
- 20. New Engineering Technician III Job Description
- 21. New Engineering Division Intern Job Description
- 22. New Water Quality Division Intern Job Description
- 23. Accounts Payable Bill Lists

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to approve '15' through '23' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

WORK SESSION ACTION ITEMS**Councilor Topaz Censure**

Motion: Motion made by Councilor Birkle and seconded by Councilor Chilton to extend the restrictions another six months.

Councilor Birkle explained that the motion reflects additional thought since the work session. There was further concern raised in an email that leads him to believe it needs to be done. It's not enforceable, but they don't have any other sanctions. This is not to silence him or keep him from bringing concerns to staff or council.

Councilor Chilton recognized that Councilor Topaz hasn't gone above and beyond breaking rules. However, his lack of insight is scary. She hopes that he spends time reflecting on how he treats staff and does his job.

Council President Morten said he was serious about being in a position of a parole board. He tried to give Councilor Topaz an opportunity during the work session to address the people who felt intimidated or bullied, and he passed on the opportunity. He gave him another opportunity to apologize before tonight's meeting and he didn't do it. Morten knows what it's like to be a person who intimidates and is scary. He was that person when he came out of Vietnam and was in a classroom with students and athletes. He was confronted and learned a lot from it. Topaz needs to listen and accept some of the things the women are saying about him. Council just wants an acknowledgement that he has learned from it, and it won't continue.

Mayor Scholl agreed with what was said. Council has an authority that comes with the job title, which can be intimidating to staff. The lack of acknowledgment of feelings is appalling. It's not okay. No one is safe from a 3-5 vote. He doesn't want anyone to feel like they are unliked and afraid to do their job. He believes in the mantra and is here for the citizens.

Vote: Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Chilton; Abstain: Councilor Topaz

The censure restrictions were continued. He can still do his job but needs to check with City Administrator Walsh and City Recorder Payne first. He can continue going to the library. It's unfortunate there were issues today, which occurred during a public meeting and documented.

MAYOR SCHOLL REPORTS

- It was a good Main Street meeting last night. They received a grant from CCET to help retain a part-time employee. He thanked Sheri Stuart for her help. Main Street is vitally important to the community.
- There is a lot of rain. Sandbags are available at the City Shops.
- He thanked staff for the Urban Renewal update. It was very informative.

COUNCIL MEMBER REPORTS

Council President Morten reported...

- He is very excited about the positive financial impacts of the Urban Renewal.
- He is also excited about the Parks Master Plan. There was pushback from Nob Hill Nature Park when people were using the trails during Halloweentown. The City does not have any standards for trails. He looked at other agencies that have design standards and submitted the information to Parks & Recreation Manager Duggan. She was impressed and will report on it.

Councilor Topaz reported...

- Library Director applications are currently being reviewed.
- Thanked the Council for the censure and the process up to that. They have shown that if Topaz follows the law he will be censured, which includes reporting illegal executive session meetings;

bringing up stormwater projects that were not done right; and if a City staff member is not doing their job and has indicated it has not been done, it's considered humiliating to the person. All of this is documented. For people looking to relocate their company here, this investigation has shown that outsiders are not wanted in this town. Talking to construction companies, he's found that they have had problems with staff. Brady says he is always causing problems. Topaz confirmed that is something he has tried to do. Following the law is not the way of St. Helens. He appreciates that they didn't back away from standard procedure.

Councilor Chilton reported...

- Happy new year! Hopefully this year will be better.
- She learned a lot about Urban Renewal today. She understands more and can share that with the community.
- She is excited about the Parks Master Plan. Her passion is softball fields and increasing parks.
- There are a lot of projects coming up.
- There is a retreat in a couple weeks to review goals. She hopes they can work together to become a better team.

Councilor Birkle reported...

- People ask if he's having fun, and he says no. But there are no regrets. It's been more challenging than he anticipated. Having this position has given him the opportunity to engage with people in the community and learn a lot from consultants and staff.
- He attended the Main Street meeting last night and had an opportunity to talk with someone about Urban Renewal.
- He has been talking with Government Affairs Specialist Barry about having a coffee conversation, like a town hall, with community members. They represent different constituents. It's important to get out of their circle and talk to other people.
- He still wants to look at bringing back the Youth Council to have a representative with them at the dais. It would build on the work being done by Duggan.
- The Recreation Program is going well according to the 4th graders in his class.

OTHER BUSINESS

Mayor Scholl agreed with Councilor Birkle. The more you give, the more you get.

City Recorder Payne reported that the timeframe to open the Community Grant applications is this month. She requested permission to open it and send out a press release.

Motion: Motion made by Mayor Scholl and seconded by Councilor Topaz to direct Payne to open the Community Grant application process and send a press release. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

Mayor Scholl acknowledged Bill Eagle and what he said during the work session. Scholl tries his best to follow the mantra.

ADJOURN – 8:01 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL SPECIAL SESSION

Wednesday, January 12, 2022

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Doug Morten
 Councilor Patrick Birkle
 Councilor Stephen R. Topaz
 Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Rachael Barry, Government Affairs Specialist

CALL TO ORDER - COUNCIL RETREAT PART 2 – 1:00 p.m.

Showed the draft Riverfront Project video. It will go live next week with the State of the City presentation.

MISSION

Government Affairs Specialist Barry reviewed the PowerPoint Presentation. A copy is included in the archive packet for this meeting.

Vision:

To provide quality, effective and efficient services to our citizens.

Mission:

- Develop and preserve the highest quality of life for our residents, business, and visitors.
- Provide a safe and healthy environment within a sound economic framework.
- Provide leadership which is open and responsive to the needs of the community and works for the benefit of all.

STRATEGIC PLANNING OVERVIEW

- Reviewed Roles in Plan Development
- Reviewed Strategic Planning Cycle
- Reviewed Goals
 - Effective Organizational Structure
 - Community Engagement
 - Safe and Livable Environment
 - Economic Development
 - Long-Term Planning

ENVIRONMENTAL SCAN RESULTS

1. Community Survey

- Reviewed Community Input Survey key takeaways

- Purpose: Helps them to better understand what residents think of services, what they expect, and if they think we are heading in the right direction.
- Received 678 responses
- Key takeaways – core services
 - St. Helens does a solid job of delivering core services.
 - 75% positive and neutral rankings for street maintenance, sewer, stormwater management, and communications.
 - Almost 90% were satisfied with the quality of police services, 86% were satisfied with the quality of customer service from City employees, and 82% were satisfied with the value of utility services.
 - Residents were least satisfied with city economic development efforts (57%), including the value of tourism events (61%).
 - A note on “Neutral Responses” a rating of “3” on a 5-point scale indicates that residents are, for the most part, satisfied with City services. They may believe improvements could be made, but they do not have strong feelings of dissatisfaction.
- Satisfaction ratings were generally high for core services.
- Satisfaction ratings were high for public safety services.
- Satisfaction ratings were not as high for the library this year, which is due to the pandemic and reduction in services.
- Satisfaction ratings were high for the Parks & Trails.
- The Recreation Program pivoted with COVID to move primarily outside.
- Elected and staff leadership received positive responses.
- Reviewed how people are getting City information. Discussion of the need to continually find ways to communicate with the public.
- Reviewed the greatest challenges facing the city.

A survey report will be posted on the website. Council requested a copy of the comments submitted.

Discussion of additional ways to engage community members.

- Social media
- Town halls
- Service groups
- Involvement in the parade

2. Strength, Weakness, Opportunity, Challenge (SWOC) Exercises

Barry presented the SWOT exercises conducted by Council and staff.

Council Retreat 2021-22 Part 1: 11/17/21

Strengths	Opportunities
<ul style="list-style-type: none"> • Different modes of transportation • Connection to water – 2 • Planning • Safe city – 3 • Passion • Access to nature – 1 • Dedicated staff – 2 • Visioning – 2 • Commission volunteers and friends 	<ul style="list-style-type: none"> • Master plans working together – 1 • General connectivity – 1 • Industrial past – 1 • Passion • Relationship with railroad • Regional meetings - 1 • Regionalism in genera. • Culture change -2 • Job creation – 4 • Ferry • Build in flexibility for staff & Council to make decisions/ take opportunity

Weaknesses	Threats
<ul style="list-style-type: none"> Hwy 30/Gable Rd Intersection – 2 Industrial past – 1 Fragments of town – 2 Council communications (internal) -5 Serial meetings Surface transportation Lack of local jobs 	<ul style="list-style-type: none"> Natural disaster -1 Passion Overextended - 3 Mis-information – 4 Perception of Portland - 1 Out commute (time availability) - 1

Management Team Organizational Development 10/26/21

Strengths	Opportunities
<ul style="list-style-type: none"> Team Oriented – 2 Leadership Team -4 Communication Flexible Visionary Action-oriented/mission Partners/relationships – 7 Customer service – 3 Transparency/trust/credibility Employee Compensation/benefits/valued 	<ul style="list-style-type: none"> Communications (internal & external) – 3 Efficiencies Job creation Technology/Intranet – 6 Economy/revenue/grants/funding Inclusive CIP/Strategic Plan Community priority setting Training Relationship building Internal vs. contracting talent URA Growth Community trust/buy in - 4
Weaknesses	Threats/Challenges
<ul style="list-style-type: none"> Communication Technology Facilities – 5 Revenue/economy Form of Gov't (liaisons, Admin vs. City Manager)- 4 Staffing plans long term Tone at the top with Council – 7 Employee lack of trust in management 	<ul style="list-style-type: none"> Economy/recession - 7 Council dynamics – 6 District reps/political changes Natural disasters/pandemic Out-commuting Low civic engagement - 3

BREAK – 6:23 p.m.

GOAL 1 - Effective and Efficient Organization Focus

Barry reviewed the Goal 1 handout. A copy is included in the archive packet for this meeting.

- COUNCIL: Improve Council Dynamics/Council working relationship improvement
 - Attend Professional Development trainings/opportunities
 - Workshops and legal briefing on Council function
 - Review governing policy to include behavior expectations and consequences
- STAFF: Recruit and retain talented staff
 - Support professional development and certifications
 - Team building retreats
 - Develop intranet for improved staff support, business functions

Council core values to practice:

- Single target/vision
- Long range time horizon

- Peer support in role
- Honor each other
- Listen to each other
- Respect professional staff
- Questions in advance
- Respect each person's time and input

Walsh talked about the need for improvements with how Council communicates with each other. They can bring in facilitators but there has to be a willingness to participate. Mayor Scholl agreed and is willing. They need to feel comfortable communicating outside of meetings. It would help them from blowing up in a meeting. They can discuss ideas and concerns prior to a meeting, they just can't make decisions. He knows he can improve in that area.

Barry said targeted workshops and trainings could be helpful. A few of them recently attended the PSU new councilor training. One point was, "Try for no surprises. Never surprise your fellow councilors. Be prepared for surprises, but always try to give a heads up if you're aware of something that will come up."

Councilor Topaz expressed that they have a habit of not allowing people to speak. This Council does not have a master plan with an end goal. All the master plans need to connect. He came from a background of "mud meetings" in New England where you were able to interrupt with ideas. The formality of having everything on agendas kills a good meeting. He has tried to add items to agendas and was cut off, so he gave up. Mayor Scholl responded that they should not yell at each other in meetings. Barry is trying to help with solutions and should be respected. Councilor Topaz disagrees with her solution.

Councilor Chilton talked about the lack of communications with each other. They can't get through a meeting without someone getting offended and yelling. She would like to hear from other cities and governments to find out how they operate.

Mayor Scholl said there's one councilor who came in on an agenda and continues to trash anything staff and Council is doing. It's frustrating and he wants to move on. Councilor Topaz said he's wrong. Mayor Scholl addressed what Councilor Topaz brought up at the last meeting. It was all about himself and not about the staff members. Council President Morten tried to give him opportunities to apologize, and he didn't take it. Councilor Topaz argued that it was a bribe. Mayor Scholl pointed out that Topaz always has a problem. They have an opportunity to do great things, but Topaz doesn't want to. He continues to disrespect the citizens by not showing up and getting involved.

Councilor Topaz said they are planning too small. He wants to enlarge the waterfront by five times. He's been in long-range planning with medical and federal government agencies for a long time. He's giving advice with what he has experience with, but they are always undercutting what they can do and yelling at him. He's not going to change. He's had presidents of companies that he's had to tell they were wrong. Those presidents may have been upset, but they hired him back because he had the correct data. If someone doesn't agree here, it's an obstruction. He has people who want him to do this. Free discussion should be allowed. Mayor Scholl pointed out the staff SWOT. Is he not affected by that? Councilor Topaz said he would have fired some of those people he upset because they did things wrong. Mayor Scholl said that Topaz is disruptive and gets in the way of running a professional meeting. Councilor Chilton pointed out that it just continues when their leader responds in a frustrated manner. Mayor Scholl asked for their input of how it should be handled. Councilor Birkle also feels frustrated when comments take them off track. He's very bothered by staff being undermined. That deserves intervention. Even though it wastes their time, he suggests letting Topaz ramble on. Is Topaz presenting his questions and information to Walsh or Zaher prior to the meeting? It frustrates him when they are moving forward, and Topaz holds up the process. This isn't New England. He has an issue with the right and wrong. He doesn't have experience working with doctors and the federal government. Birkle works with children.

His work and opinion is just as important. Topaz makes statements that discredit staff in public meetings. That's a line that should not be crossed and needs to be stopped.

Mayor Scholl apologized for his comments. They need to honor and respect each other, even when they disagree. He doesn't dislike Topaz. He dislikes when he discredits staff and the work done.

Councilor Topaz said long before he was on the Council, he told Walsh about engineering problems and they never got fixed. Some of the personnel allowed it to happen and it cost the City a lot of money. He didn't just dump it onto the Council. It was communicated a long time ago. Sometimes they have to junk the work they have put a lot of time and effort into. Mayor Scholl said they need to consider they may not have the capacity or finances for something five times bigger. Councilor Topaz argued with that. Money has never been a problem. He knows they can find financing.

Council President Morten sees the need for respect. They need to allocate their time. If one person takes up 50% of the time, there's not much left for others. This is the mayor's meeting. He runs the meeting and approves the agenda. They get sidetracked every time. What the mayor says should be respected and they should move forward. They should not be squabbling. Unfortunately, they don't have good federal and state role models. This isn't a two-party system at the table. There are no allegiances to anyone. They need to allocate time and respect each other's time.

Councilor Topaz pointed out that not all questions can be in asked in advance. Discussion of tabling items that come up during meetings to have the opportunity to get more information. Mayor Scholl reminded them that they have hired professional staff. They are not working against the Council and citizens. Councilor Topaz argued that some of the staff are not as good as Scholl says they are. Mayor Scholl does not want staff to feel that council thinks they are incompetent. The comments made by council members have followed staff members. Councilor Chilton pointed out that the people hired represent the Council. If Topaz says they are doing a bad job, he's doing a bad job as well. Councilor Topaz agreed. Councilor Birkle talked about Topaz bringing up historical lines during a meeting, which should have been brought up to staff in advance of the meeting. Councilor Topaz said he has done that several times.

Mayor Scholl is thinking about running with an iron fist. It's his meeting to run and he can call point of order immediately. He doesn't want to do that. Council President Morten agreed. He's heard that our meetings look like a filibuster. The meetings go on and on about nothing. It needs to end.

Mayor Scholl wants a solution before the next meeting. How can they be better team players in serving the community? It's "give and take" just like a friendship. You can give criticism but always give positive comments. He asked for Council to help watch if the meeting is swaying from the agenda and call for point of order. Councilor Birkle acknowledged that they need to practice and live it. Councilor Chilton said Councilor Topaz has to be willing. Councilor Topaz wants them to listen to him. If they don't understand him, they need to ask.

Barry encouraged everyone to build relationships with each other. Do not deliberate and do not make any decisions. She will coordinate a legal briefing regarding serial meetings. Practice the bullets listed above and build relationships.

Discussion of the need for a Charter review. It is a two-year process and would rely heavily on public engagement. The annexation section needs to be amended to reflect current practice.

Discussion of the low tax base. To increase the rate would take a vote of citizens. They have to look at other revenue opportunities.

Councilor Chilton requested a list of reasons why a Charter review is needed. Is it needed now and why? Councilor Birkle does not believe it's a high priority. Council President Morten explained that the last Charter review changed language from Council overseeing departments to being a liaison. He visits Public Works Director Zaher to get updates. There were times in the past that Council had to fire staff members.

That's not a good feeling. Mayor Scholl clarified that the department head, liaison, and Walsh would all need to agree upon termination of a staff member. Otherwise, it would need full Council vote.

GOAL 2 - Community Engagement Focus

Barry reviewed the Goal 2 handout. A copy is included in the archive packet for this meeting.

- Encourage and build collaboration with organizations in the community
 - Main Street partnership
 - Explore issue-focused stakeholder conversations
 - Cultivate and sustain program level partnerships
- Expand Civic participation
 - Explore town halls
 - Youth Council advising City
 - Refocus and restart Arts & Cultural Commission (ACC)

Council President Morten said Youth Council wasn't set up to be sustainable. He suggested the Civics teacher at the high school coordinate it, rather than two councilors advising them. Mayor Scholl likes that idea but encouraged a councilor to get involved if they want.

Councilor Chilton pointed out that Parks & Recreation Manager Duggan has an active Parks and Recreation Youth Leaders Club. It's important to include her in that conversation. Councilor Birkle pointed out the differences between a Youth Council and Youth Leaders Club. Youth Council would have a seat at the dais with Council. Barry acknowledged that it's about including more voices.

Discussion of ACC. It can be brought back. They may have taken on too much and burned themselves out. The leadership may have fallen apart because they didn't have the time to deal with all of it. Councilor Topaz said the "freeloaders" overwhelmed the "good guys," and the "good guys" left. They didn't understand what they were supposed to do. They need to bring it back and include something to do.

Discussion of ways to engage community:

- Fireside meeting on the Waterfront
- Booth at 13 Nights on the River

Council President Morten talked about the hybrid form of government. The oversight of commissions and committees would be overseen by the councilor. Those individuals are not elected. He let the leadership of Parks & Trails Commission fall to the members. It's important for the Council to roll up their sleeves and show leadership in the community.

Barry thanked Council for their input. They have commitment to ground rules and practice. This has been a very active time for the Council and City Recorder team. It's the council's job to allocate priorities.

Mayor Scholl talked about investigating the possibility of hiring a dedicated grant writer. Walsh pointed out the significant amount of work behind obtaining and overseeing grants. Councilor Topaz asked how they can add more staff. Walsh said they've slowly been able to add more. Councilor Chilton mentioned that some grant writers are paid based on how much they bring in. Walsh said compared to peers, they are doing very well. Mayor Scholl wants to make sure they never get rid of the Watershed property.

Walsh pointed out that the Charter establishes the authority to create rules and policies. Council rules and governing policy are all adopted by resolution. They are subject to change with Council approval, as long as it's consistent with the Charter. Councilor Topaz said they have been close with some resolutions conflicting with the Charter. Walsh went on to talk about different forms of government.

Mayor Scholl said this has been a good meeting.

- Need to build better relationships

- Strengths in partnerships will help build relationships

Will discuss Citizens Day in the Park at the next meeting.

ADJOURN – 8:32 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL WORK SESSION

Wednesday, January 19, 2022

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Doug Morten
 Councilor Patrick Birkle – 1:06 p.m.
 Councilor Stephen R. Topaz
 Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Matt Brown, Finance Director
 Brian Greenway, Police Chief
 Mike De Roia, Building Official

Rachael Barry, Government Affairs Specialist
 Crystal King, Communications Officer
 Amy Lindgren, Municipal Court Judge
 Bill Monahan, City Attorney
 Tina Curry, Event Coordinator

OTHERS

Sarah Lu Heath	Ben Tiscareno
Ayreann Colombo	Art Leskowich
Lydia Ivanovic	Stephanie Patterson

CALL WORK SESSION TO ORDER – 1:03 p.m.

VISITOR COMMENTS - *Limited to five (5) minutes per speaker*

No visitor comments.

DISCUSSION TOPICS - *The Council will take a break around 3:00 p.m.*

1. Presentation by Columbia-Pacific Economic Development District (Col-Pac) - *Sarah Lu Heath*

Executive Director Ayreann Colombo, Programs Manager Sarah Lu Heath, and Lydia Ivanovic introduced themselves and reviewed their presentation. A copy is included in the archive packet for this meeting.

- Regional role
 - Facilitate regional partnerships and collaboration
 - Maintain strong federal relationships
 - Provide tailored, on the ground services
- Region coverage
 - Clatsop County
 - Columbia County
 - Tillamook County
 - Western part of Washington County
- Support offered
 - Grant administration
 - Funding strategies

- Research and forecasting
 - Low interest business loans
 - Strategic planning
- Community Development Block Grants
 - St. Helens Food Bank
 - Astoria Covid Relief
 - Vernonia Sewer System
 - Clatskanie Wastewater
- Northwest Oregon Transit Alliance
 - Working on additional bus stops for people in need
- USDA Regional Food Partnership Grant
 - Increase availability of local food
 - How to purchase
 - How to price
- Bringing Broadband to rural communities
 - Different than the City's Broadband project
 - Pointed out areas on a map that it would bring service to
- Loan program for business start-up or expansion
- Upcoming initiatives
 - EPA Brownfield Cleanup RLF application
 - EDA Revolving Loan Fund application
- 2022-2027 Comprehensive Economic Development Strategy
 - Requesting feedback for priorities and strategies

Councilor Chilton asked if the City is partnering with COLPAC for the Broadband project. City Administrator Walsh responded that there is a county-wide Broadband Committee that is working to make sure the projects align. Council President Morten asked if broadband is close to the airport. Does it include 5G? Ayreann said they are not looking at 5G specifically, although some of their project may enable 5G away from airports. Councilor Birkle appreciates them focusing on rural areas that lack services. There are students in rural areas who have no access when virtual learning is being held.

Councilor Birkle asked how they are established as a District? Ayreann explained that they are designated through the Economic Development Administration. It's a federal designation. There are 12 in Oregon, which covers the State. Birkle talked about a book he read last night called, "How to Make Your Community's Economy Sizzle." It's not just about supporting current businesses, but also about developing entrepreneurs and additional sources.

Councilor Topaz asked what they are doing to have the impact of the Oregon Manufacturing Innovation Center (OMIC) spread to St. Helens. Ayreann responded that their influence is minimal. They have not done a lot of work in work force development. However, they are starting to do that by connecting relationships with OMIC and community colleges. Community colleges are starting to work more closely with high schools on CTE and STEM programs. Councilor Topaz asked if they have an inventory of technical skills in the County. Ayreann said that is something Workforce or PCC does. They are both working to expand that programing in Columbia County. PCC's campus officially opened last spring. She hopes to see improvements in the next year or two.

Mayor Scholl asked how a small business would obtain a loan. Ayreann said they would need to contact them, and they would walk them through the process. Scholl talked about Opportunity Zones and using those to entice businesses here. Paul Vogel is doing more research on them as well.

Walsh talked about the information, resources, and services that COL-PAC provides. He appreciates their support, especially with grant writing.

Councilor Chilton is a counselor in her other job. Transportation is very lacking. It's a constant struggle to connect people to resources. People rely on neighbors and family for transportation. Mayor Scholl added that employees get taxed for transit, one-third is for CCRider, and two-thirds is for Tri-Met. It should be the opposite. Sarah will investigate that more.

Councilor Topaz asked how they are involved with improving the Waterfront. Ayreann talked about other jurisdictions that they are partnering with for grant funding and staff support.

Councilor Topaz said the State does not typically advertise in magazines and journals promoting businesses relocate to Oregon. Are they allowed to advertise in magazines and journals promoting Oregon? Ayreann said that would typically be Business Oregon, Columbia Economic Team, or Port of Columbia County.

Council President Morten asked if there is anything they are working on to encourage tourism? Ayreann responded that they track tourism in the region, although it's not a focus. They have a very small staff and stay focused on infrastructure, which supports tourism, and work force.

Councilor Topaz talked about the railroad that used to get you to Astoria. The railroad lines in Portland have increased in crime. As they look at tourism transportation, do they include increased security? Sarah can't speak for how rail yards are being abused in the Portland-metro area. She loves the idea of reinstating the rail line between the Metro and Astoria. However, the last estimate she received for that was \$1 million per mile.

2. Building Division Semi-Annual Report - Mike

Building Official Mike De Roia reviewed his report. A copy is included in the archive packet for this meeting.

- Customer service
 - Provides resources and education
 - Appreciates staff and their commitment
- E-Plan Review project
 - Goes live next month
 - Will significantly reduce staff turnaround time
 - Appreciate collaboration from other departments
- Coordination with Fire Marshal to create a partnership agreement
- Updates to Operational Plan
- Training and continued education completed
- 298 permits issued since July
- 166 plan reviews since July
- 3,038 inspections since July
- Reviewed building projects in town

Council President Morten thanked De Roia for the report. He really appreciates the great news about permitting time being cut in half.

Councilor Chilton appreciates the thorough update.

Councilor Topaz talked about contractors needing the ability to apply for permits during the lunch hour. What would it take for the front desk to stay open during lunch? De Roia said they would have to alternate lunches. They handle more than just the Building Department. There may be other staff gone during that time as well. He and his inspector are available any time for consultation. With the new E-Plan Review, there will be fewer reasons for customers to come in.

Mayor Scholl acknowledged De Roia's work. He has worked hard and is a good leader.

Walsh talked about the efficiency improvements being put in place. Going digital will add a technology fee to permits. De Roia confirmed that there will be a 3% fee added to each permit, which was added to the fee schedule in 2020. That fee will fund the digital services.

Councilor Topaz said that some as-builts are only kept for one year. De Roia confirmed that they follow the State's retention schedule for building plans; residential is two years, commercial is 10 years, and public buildings are kept for the life of the building. Topaz said that is inadequate. He wants to see a secondary storage location in case of damages to the building. Does the fire department have a copy of resident and commercial records? De Roia said they have access to all building records. He does not know if they carry copies on their truck.

Wash said that the building department is part of the General Fund but operates out of something like an Enterprise Zone. The fees are based on covering the department expenses.

3. Semi-Annual Finance and Municipal Court Report - Matt

Finance Director Brown reviewed the presentation. A copy is included in the archive packet for this meeting.

- Reviewed Municipal Court accomplishments and upcoming projects
- Judge Lindgren reported
 - Testing with DMV for similar dispositions with traffic cases
 - Transitioning to e-tickets with Police, reducing manual entries for PD and Court
 - Hired new bailiff
 - Will be attending Judicial Conference in March. It's been on pause for two years.
 - Talked about truancy court quite a bit in the past. Legislature eliminated all penalties or fees associated with not sending your children to school, which basically eliminated all truancy courts in the state. It was part of a juvenile reform. It was disappointing for courts that had an established program.
 - Recently only had two failures to appear and issued two warrants. In Oregon City and Gladstone, where she also works, she gets about 30 per court day. She believes that is because of the jail and their willingness to hold people right now. Although, they are not able to right now with the Omicron surge.
 - Everything is going well. The staff is very dedicated and committed.

Mayor Scholl acknowledged Lindgren's good work. There was quite a backlog when she first started. She and staff helped catch up. How are they financially now? Brown responded that they are doing well.

Councilor Chilton appreciates Lindgren's comment about the jail.

Mayor Scholl thanked Prosecuting Attorney Erskine for his work as well.

- Reviewed Utility Billing and Business License accomplishments and upcoming projects
- Reviewed Finance Department accomplishments and upcoming projects
- Reviewed IT accomplishments and upcoming projects

Councilor Topaz asked how secure electronic timecards are. Brown responded that they are more secure than the past and have been addressed. Councilor Chilton added that most big employers handle them electronically. Councilor Birkle is glad to hear they are on top of it.

4. Review Update of Main Street Memorandum of Understanding

Walsh reviewed the updated Main Street MOU. A copy is included in the archive packet for this meeting.

- Removing SHEDCO and replacing with new name of St. Helens Main Street Alliance
- Amending language for the staff member to not be a City employee

Councilor Chilton asked about office space. Mayor Scholl responded that they no longer want to utilize City space. They are looking at moving to a space in the Houlton area.

Council will authorize Walsh to sign at tonight's meeting.

5. Columbia View Park Expansion Commencement of Permitting

City Planner Graichen reviewed his report. A copy is included in the archive packet for this meeting. This is the first project for this property. He is requesting consent for the land use application to go to Planning Commission (PC). If approved, they can get notice out in time for next month's PC meeting.

Council President Morten talked about the Parks & Trails Commission wanting to see the park go all the way down to Plymouth Street. He is happy to see this coming to fruition. Graichen confirmed there will be public access along the entire river. They're just not certain about the definite width. Dimsho added that this is only 30% design. Further revisions will be made.

Graichen said it will be very important for the Planning Commission to know their parameters. Their objective is not to design the park. The City is the applicant and property owner.

Councilor Birkle recently visited Independence. It helped him visualize this plan.

Dimsho reviewed what needs to be done at tonight's meeting:

- Motion to sign the land use application on behalf of the property owner
- Two amendments to Mayer-Reed's scope of work

Walsh talked about a playground design that would not use wood chips, works well with the splash pad, and includes all-abilities equipment. Council President Morten wants to keep in mind the possibility of working with Michael Curry to bring in cultural aspects. He was willing to construct a Loo Witt statue. Loo Witt is an ethnic myth, regarding Mt. Hood, Mt. St. Helens, and Mt. Adams as sisters and their collaboration of giving to the tribes.

6. City Administrator Report - John

- State of the City report tonight at 5:30 p.m.
- Main Street is moving along well.
- Loan documents from Business Oregon for the Special Public Works Opportunity Fund that are going to divide the funding for the first stages of the road extensions and riverwalk are in legal review. It is \$14.7 million. The repayment of that will be the Urban Renewal Agency (UGA).
- Dock Use Committee meeting on Tuesday. Working on regulations that change the way they look at docks and waterways. Columbia River Yacht Club (CRYA) sees a lot of value in the project.
- Library Director interviews on Friday. It will be a Zoom screening first.
- Street and utilities design is at 90%.
- Working on the RFP to reengage with the development community. There will be direct targeted outreach.
- The Masonic Building lease is ready.
- Our auditors recommended another company for the tourism audit. It is estimated to take about four weeks.
- Public hearing for acquisition of the tram tonight. They are following the same procedures used to sell a piece of property.
- Port Westward hearing this afternoon. It is potentially a \$2 billion investment in the community.
- Rail Safety Committee proposal for a pedestrian overpass in St. Helens or Scappoose. Based on responses, they have abandoned a pedestrian overpass. There is little benefit with a high expense. They are going to proceed with a rendering at Gable Road.

Councilor Topaz distributed a document that he wants on tonight's agenda. A copy is included in the archive packet for this meeting.

ADJOURN – 3:03 p.m.

EXECUTIVE SESSION

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens

CITY COUNCIL

Executive Session Summary

January 19, 2022

Members Present: Rick Scholl, Mayor
 Doug Morten, Council President
 Patrick Birkle, Councilor
 Stephen R. Topaz, Councilor
 Jessica Chilton, Councilor

Staff Present: John Walsh, City Administrator
 Kathy Payne, City Recorder
 William Monahan, City Attorney with Jordan Ramis PC
 David Rabbino, City Attorney with Jordan Ramis PC



At 3:16 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Consult with Counsel, under ORS 192.660(2)(h)**
 - Discussion with counsel regarding legitimacy of this Executive Session and the topic being discussed.
 - Discussion regarding potential liability associated with City's ownership of the lagoon.

At 4:43 p.m., Mayor Scholl recessed the Executive Session until after the Regular Session later in the evening.

At 7:57 p.m., Mayor Scholl reconvened the Executive Session.

- **Real Property Transactions, under ORS 192.660(2)(e)**
 - Update on potential sale of City-owned Millard Road property.
- **Consult with Counsel, under ORS 192.660(2)(h)**
 - Update on Cascades Tissue active and pending litigation.

The Executive Session was adjourned at 8:50 p.m.



ATTEST:

 Kathy Payne, City Recorder

 Rick Scholl, Mayor



COUNCIL PUBLIC FORUM

Wednesday, January 19, 2022

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Doug Morten
 Councilor Patrick Birkle
 Councilor Stephen R. Topaz
 Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Rachael Barry, Government Affairs Specialist

Jenny Dimsho, Associate Planner
 Margaret Jeffries, Library Director
 Tina Curry, Event Coordinator

OTHERS

Jeanette Nelson	Steve Toschi	Judy Thompson
Jane Garcia	Brady Preheim	Erin Salisbury
Jennifer Pugsley	Ben Tiscareno	Shauna Stroup
Russ Hubbard	Art Leskowich	Mary Hubbard

OPEN PUBLIC FORUM – 5:31 p.m.

TOPIC

1. State of the City - Mayor Scholl

Introductions of Council members and City Administrator Walsh

Mayor Scholl presented the State of the City report.

Accomplishments

- Waterfront redevelopment
- Riverwalk project
- Sand Island partnership with St. Helens Marina
 - Now accessible to the non-boating community
- Central Waterfront
 - 39-acre lagoon
- St. Helens Industrial Park
- McCormick Park
 - All-abilities playground partnership with MODA
 - Story walk
- Campbell Park
 - Seven pickleball courts
 - Basketball court
 - Stormwater project
 - Asphalt

- Grey Cliff Waterfront Park
 - ODF&W grant for a handicap fishing dock and kayak launch
- Parks & Recreation Programs
 - Nature Buddies
- New Community Center
- Library
 - Partnership with Recreation Program
 - Makerspace
 - Library director Jeffries is retiring this month. Recruiting to fill her position.
- Chief Greenway keeps the Council informed on policing needs
- Implemented the \$3 Public Safety Facility fee to construct a new police station
 - 2200 sq. ft.
 - Across from the Recreation Center
- Boards, Commissions, and service groups are a big asset to the City
- Administering the grant for the new Columbia Pacific Food Bank facility
- View the City's YouTube page for past meetings
- Partnership with School District

Looking to the Future

- Waterfront redevelopment
 - A lot of support from partnering agencies
 - City Administrator Walsh has been the driving force to move them forward
 - Recognize the values of having public access to the waterfront, heritage, and culture
 - Dedicated staff
- New Public Safety Facility
- Riverfront Corridor
- Committed and honored to serve
- Central Waterfront
- Industrial Business Park
- Pedestrian trail connectivity
- Council is available to talk
- Tourism events and revenue
 - Halloweentown has put St. Helens on the map

2. "St. Helens Riverfront Return" Video

Video can be viewed at <https://www.sthelensoregon.gov/waterfront>.

CLOSE PUBLIC FORUM – 6:10 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL PUBLIC HEARING

Wednesday, January 19, 2022

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Doug Morten
 Councilor Patrick Birkle
 Councilor Stephen R. Topaz
 Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Rachael Barry, Government Affairs Specialist

Jenny Dimsho, Associate Planner
 Bill Monahan, City Attorney
 Tina Curry, Event Coordinator

OTHERS

Jeanette Nelson	Steve Toschi
Jane Garcia	Brady Preheim
Jennifer Pugsley	Ben Tiscareno
Russ Hubbard	Art Leskowich
Mary Hubbard	Shauna Stroup

OPEN PUBLIC HEARING – 6:15 p.m.

TOPIC

1. Purchase of Used Equipment described as a Dotto Brand 120 Passenger Tram

City Administrator Walsh explained that the purchase is part of the tourism efforts to connect downtown and uptown. We've done a good job of getting people here but also need to move them around. It will improve a circulation pattern. They haven't been able to afford something like this in the past. Thanks to E2C, they can afford one this year.

Displayed a photo of the tram. A copy is included in the archive packet for this meeting. A mechanic has looked at it and says it's a good purchase. It is funded from tourism. This will help further events. It will be City-owned.

PUBLIC COMMENTS

6:20pm

♦ Brady Preheim. Why haven't you already done it? Tourism generated the money. How can you not give it to her?

♦ Steve Toschi. It's a great idea. Moving people around in town will help them enjoy more amenities. This will allow them to add more parking off-site. Looks great. Looks like fun.

- ◆ Jeanette Nelson. Looks fantastic. She just visited Charleston, North Carolina, where they offer historic tours on horses and buggies. It gives a small-town feel.

Councilor Chilton reported that they did receive cost, maintenance, and a usage plan.

- ◆ Shauna Stroup. Where will people park to access the tram?

Mayor Scholl said there will probably be multiple locations to be picked up and transported. Shauna said it would be a great opportunity to move parking and get people down here.

- ◆ Ben Tiscareno. Thanked the Council for this process. The tram is a great idea. It's definitely a need. Tina has done a great job. He appreciates the support of the contractor and tourism advocates.

- ◆ Art Leskowich. Gave a thumbs up.

CLOSE PUBLIC HEARING – 6:26 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL PUBLIC HEARING

Wednesday, January 19, 2022

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
Council President Doug Morten
Councilor Patrick Birkle
Councilor Stephen R. Topaz
Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
Kathy Payne, City Recorder
Lisa Scholl, Deputy City Recorder

Jenny Dimsho, Associate Planner
Jacob Graichen, City Planner
Tina Curry, Event Coordinator

OTHERS

Jeanette Nelson
Jane Garcia
Jennifer Pugsley
Russ Hubbard

Steve Toschi
Brady Preheim
Ben Tiscareno
Mary Hubbard

Shauna Stroup
Art Leskowich
Gina Sisco

OPEN PUBLIC HEARING – 6:30 p.m.

TOPIC

1. Extinguish Storm Sewer Easement and Water Easement at Proposed Public Safety Facility Site (4N1W-9AB-1400)

City Planner Graichen reviewed the easements proposed for extinguishment. A copy of the proposal is included in the archive packet for this meeting. The easements are not needed. With Council's approval, there are a couple deeds to eliminate the easements on the regular session agenda.

No public comments.

CLOSE PUBLIC HEARING – 6:34 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL PUBLIC HEARING

Wednesday, January 19, 2022

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Doug Morten
 Councilor Patrick Birkle
 Councilor Stephen R. Topaz
 Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder

Jenny Dimsho, Associate Planner
 Jacob Graichen, City Planner
 Tina Curry, Event Coordinator

OTHERS

Jane Garcia	Brady Preheim	Art Leskowich
Jennifer Pugsley	Ben Tiscareno	Steve Toschi
Russ Hubbard	Ali Hasenkamp	Shauna Stroup
Mary Hubbard	Molly Matchak	

OPEN PUBLIC HEARING – 6:45 p.m.

TOPIC

1. Annexation of 58389 Columbia River Hwy. (Eggers)

Associate Planner Dimsho covered preliminary matters and presented the staff report, a copy of which is included in the archive packet for this meeting. There were no ex-parte contacts, conflicts of interest, or bias in this matter. There were no objections from the audience for the Council to make a fair decision. The applicant wants to connect to City sewer and water. They have expressed interest in developing a coffee drive-thru in that location.

Planning Commission and staff both recommend approval and recommend the property have a Comprehensive Plan designation of Highway Commercial (Incorporated) HC and be zoned Highway Commercial (HC).

Councilor Topaz referred to the large lumber company next door. Would the annexation help them or hurt them if they want to expand? Dimsho said it remains neutral. Dahlgren's can annex in whether this property does or does not.

TESTIMONY IN FAVOR – None

TESTIMONY IN OPPOSITION – None

CLOSE PUBLIC HEARING – 6:53 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL REGULAR SESSION

Wednesday, January 19, 2022

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Doug Morten
 Councilor Patrick Birkle
 Councilor Stephen R. Topaz
 Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator	Jenny Dimsho, Associate Planner
Kathy Payne, City Recorder	Jacob Graichen, City Planner
Lisa Scholl, Deputy City Recorder	Tina Curry, Event Coordinator
Brian Greenway, Police Chief	

OTHERS

Jane Garcia	Brady Preheim	Art Leskowich
Jennifer Pugsley	Ben Tiscareno	Steve Toschi
Russ Hubbard	Ali Hasenkamp	Shauna Stroup
Mary Hubbard	Molly Matchak	

CALL REGULAR SESSION TO ORDER – 7:00 p.m.

PLEDGE OF ALLEGIANCE

VISITOR COMMENTS – *Limited to five (5) minutes per speaker*

- ◆ Molly Matchak, Molly's Market. She applied for a permit in November to repair the walkway from Molly's Market to Cowlitz Street. She was told there was no fee when she submitted it but when she came to pick it up, she was told there was a \$100 fee. She paid for the repairs, she owns the business, and owns part of the building. She is requesting the \$100 fee waived, which she paid on January 10.

There was no objection from Council to refund the fee.

Molly said that it would encourage other businesses to repair their walkways.

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to waive the fee to allow people to do the repairs.

Discussion.

Councilor Chilton clarified that it's only for the work that was already done. It would be waived for anyone else wanting to fix additional sections.

Vote: Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

- ◆ Shauna Stroup-Harrison.
 - Requested a lagoon update
 - Will there be a tram schedule?

- Only traveling 15mph will slow traffic and locals could take alternative routes
- What will the fee be?

City Administrator Walsh reported that the City has been investigating filling in the lagoon and repurposing it. They need to know that it's a permissible facility with DEQ and what funding is available. They are working with partners to advance it. There is the technical and community acceptance aspect of filling it, including if it can be done safely. It's a slow process. As they get closer, he recommends creating a community advisory group.

◆ Tina Curry.

- Tram
 - Primarily used for tourism events
 - May be used for historic tours during the summer
 - Thanked Council for moving it forward
- Spirit of Halloweentown
 - Already getting questions about Halloween and what's happening
 - Once they establish a schedule and locations, needed improvements can be paid for with tourism funds.
 - Tourism pays for all repairs and damages. Most people are respectful.
 - Adding character actors along pathways and trails
 - Adding greeters
 - Would love to see improvements in the Rose Garden and Plaza before the fall
 - First Halloween meeting will be held the last week of January
- 13 Nights on the River is moving along
- Met with Judy Thompson about summer activities and collaborating on events
- People are excited about what they can do here

◆ Brady Preheim.

- What is the status of the tourism contract? Did you ever find the balance of the tourism account? Tourism should not be in limbo. They're lucky that they have someone who is competent.
- Council should accept it and do the fireworks, but they should find a different way to fund it. It's not a tourism event.
- Council is going to sign an MOU for Main Street. He is concerned about the program and the Columbia Theater not spending the grant money. The ADA bathrooms are needed. He doesn't want to see them fail again. It could be a great program. However, he is concerned about the leadership. He doesn't know what can be done to give them leadership and guidance. It would be nice if the money could be used and not lost.

◆ Amy Bynum, Port of Columbia County. She is here to introduce herself as the new Real Estate and Business Development Manager. She will be working on recruiting new companies to Port properties.

Mayor Scholl welcomed Amy and thanked her for reaching out.

◆ Ben Tiscareno. He loved the Waterfront video. He is encouraged by the process moving forward and appreciates their work. He agreed with Brady's comments about moving forward with the tourism contract. He hopes they move forward to establish trust.

Mayor Scholl announced that they will be going back into executive session following this meeting.

DELIBERATIONS**1. Deliberations - Extinguish Storm Sewer Easement and Water Easement at Proposed Public Safety Facility Site (4N1W-9AB-1400)**

Motion: Motion made by Councilor Topaz and seconded by Councilor Chilton to extinguish the storm sewer easement and water easement at the proposed Public Safety Facility site. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

2. Deliberations - Annexation of 58389 Columbia River Hwy. (Eggers)

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to approve the annexation of 58389 Columbia River Hwy. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

3. Intergovernmental Agreement with Columbia County for Columbia Blvd. Sidewalk Project
4. [Ratify] Amendment No. 3 to Mayer/Reed, Inc. Agreement for Design, Construction, & Permits for Riverwalk Project Phase I and Columbia View Park Amphitheater
5. Amendment No. 4 to Mayer/Reed, Inc. Agreement for Design, Construction, & Permits for Riverwalk Project Phase I and Columbia View Park Amphitheater
6. Amendment to Arciform Agreement for Bennett Building
7. Quitclaim Deed to Extinguish Storm Sewer Easement and Water Easement at Proposed Public Safety Facility Site (4N1W-9AB-1400)
8. Agreement with GeoTerra, Inc. for New Imagery and Data for Use with GIS and AutoCAD
9. Amended Joint Memorandum of Understanding with St. Helens Main Street Alliance
10. Contract Payments

Motion: Motion made by Councilor Chilton and seconded by Council President Morten to approve '3' through '10' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

CONSENT AGENDA FOR ACCEPTANCE

11. Parks and Trails Commission Minutes dated December 13, 2021
12. Planning Commission Minutes dated December 14, 2021

Motion: Motion made by Councilor Birkle and seconded by Councilor Topaz to approve '11' and '12' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

CONSENT AGENDA FOR APPROVAL

13. Council Work Session, Executive Session, Open House, and Regular Session Minutes dated December 15, 2021 and Council Special Session and Public Hearing Minutes dated December 29, 2021
14. Animal Facility Licenses
15. Accounts Payable Bill Lists

Motion: Motion made by Councilor Birkle and seconded by Councilor Chilton to approve '13' through '15' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

WORK SESSION ACTION ITEMS**Site Development Review Application for Columbia View Park Expansion**

Motion: Motion made by Mayor Scholl and seconded by Councilor Topaz to authorize signing of the land use application for a Site Development Review for expansion of Columbia View Park. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

Tram Purchase

Motion: Motion made by Council President Morten and seconded by Councilor Chilton to approve the acquisition of a 120-passenger Dotto Brand tram, based upon the following findings: 1) the acquisition complies with the City's Municipal Code section 2.04.120(6)(q) Used Property; 2) the cost is substantially lower than new property; 3) the life-cycle cost was considered in the acquisition.

Discussion.

Council President Morten talked about the discontent between the Houlton District and downtown. This is a goal they've always had to bring the two business communities together. He is elated to see it move forward. Future concerns can be solved.

Vote: Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

MAYOR SCHOLL REPORTS

- It's a busy time at the City
- Citizens Day in the Park is June 25. Vendor fees were waived last year. Is Council okay with waiving them again? Council concurred.
- Moving forward with the tourism contract. They are waiting on legal recommendations. It should be available by the next Council meeting. He encouraged Council members to contact Walsh with questions about the contract prior to the meeting.
- It was good to hear all the accomplishments during the State of the City. He serves as mayor to serve his community. Walsh implements everything they ask for. It may seem slow but is going quickly.
- Council is working well together today
- Thanked Brad Witt for visiting. He will introduce the City at the State with a request for funding to move the Industrial Park forward.
- The new senator, Rachel Armitage, will be here on Monday at 5 p.m.

COUNCIL MEMBER REPORTS

Council President Morten reported...

- Thanked Mayor Scholl for recognizing Walsh. It was very timely that they changed their governing policy for Walsh to take on city manager duties. A lot of what has been accomplished is because of him, all the staff working together, and community support.
- Thanked Tina for her report. He appreciates it.
- The Parks & Trails Commission made a recommendation for reimbursement of harm done to parks during tourism events. He suggested it be added to an agenda for discussion. Tina has already stepped forward to do that on her own.

Councilor Topaz reported...

- The doors at the library were redone to increase security and improved ventilation.
- He was at the Food Bank recently and a citizen came in with a large donation. They represent a group that collects cans to raise money. They don't want their name out there. He applauds the people who support the Food Bank in silence.
- He distributed a request to Council during the work session listing legal fees that he would like to be reimbursed for.

Motion: Motion made by Councilor Topaz to get reimbursed for legal fees in the amount of \$9,115.

Motion died due to lack of second.

Mayor Scholl would like the City Attorney to review it first.

Councilor Chilton reported...

- Visited the library last week with her five-year-old and was able to participate in lots of activities. It was a great experience.
- Police Department update
 - The Public Safety Facility is in the planning stages. They are focusing on flood zones.
 - Acknowledged Officer McKenzie McClure. She has begun training other law enforcement agencies in the County in DUI detection. It's good to see training and ongoing education.
 - She will advocate for the Police Department during the budget review. Population continues to increase and impact public safety resources. The safety needs of citizens need to be put first by providing increased staffing.
 - Need to address policing needs on Sand Island and create a plan of action.

Councilor Birkle reported...

- Talked about Public Works recently doing work down the street from his house. The work impacted his house, and they were quick to resolve the problem.
- It was a good Planning Commission meeting last week. He was moved by citizen participation. It gave them an opportunity to feel heard.
- He took a trip to Independence to visit their waterfront and stay at their hotel. He was able to visualize what our Riverfront will look like.
- He read a book about how to make your community's economy sizzle. St. Helens is in a great position right now with the revitalization of the Main Street program and new energy at the Chamber of Commerce. It provides them an opportunity to look for ways to attract entrepreneurs to invest and build their businesses here. The investment in St. Helens Industrial Business Park shows that St. Helens is open for business.

OTHER BUSINESS

EXECUTIVE SESSION

ADJOURN – 7:56 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



Accountant I, II, and III

DEPARTMENT: Administration
DIVISION: Finance
SUPERVISOR: Finance Director
CLASSIFICATION: Non-Exempt (overtime eligible)
UNION: No
CONFIDENTIAL: Yes

POSITION SUMMARY

Performs technical and administrative accounting work. Maintains the fiscal records and systems of the City. Maintains accurate financial ledgers and records for the City according to generally accepted accounting principles (GAAP). Performs routine clerical, accounting, accounts payable, accounts receivable, and payroll functions of the City.

SUPERVISION RECEIVED

Works under the general supervision of the Finance Director.

SUPERVISION EXERCISED

No supervision exercised.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following, but are not limited to:

Accountant I, II, and III

- Provides confidential support to the Finance Director, which may include compiling data necessary for management and providing suggestions to assure efficient and effective processing of financial related functions.
- Maintains a positive relationship with supervisors, fellow employees, and vendors.
- Contributes to a positive work environment.
- Assists in preparation of year-end reports, auditor requests, and any state/federal reports when necessary.
- Disseminates general information, verbally and in writing, to employees, general public, and contract vendors related to assigned duties.

Accountant I

- Prepares and processes accounts payable invoices and payments for processing. Maintains and prepares vendor data for processing transactions. Monitors and checks account numbers vs. budget to ensure accuracy of general ledger accounts used. Works with departments and Finance Director if issues arise.
- Sets up and maintains vendor master files, intermittently reviewing to assess internal control risks. Maintenance may include contacting vendors for additional paperwork required, address information, account numbers, W9, and other applicable information. This includes filing accounts payable, payroll, and other finance related documents.

- Prepares accounts payable checks for distribution and answers general inquiries regarding accounts payable.
- Responsible for all records maintenance and retention. This includes all historic records associated with all financial-related functions.
- Maintains miscellaneous accounts receivables including, but not limited to preparing recurring billings for City services, local assessment, and other billings as directed by the Finance Director. Monitors receivables to ensure payments are made on time and updates Finance Director if a customer fails to pay to seek guidance and direction on potential next steps.
- May perform other duties as assigned that support the objective of the position.

Accountant II

- Includes all duties of Accountant I, as directed by Finance Director.
- Processes accounts payable checks on a regular schedule.
- Prepares and processes payroll including but not limited to; compiling documents required for payroll processing, generating employees' pay, reviewing and ensuring accuracy.
- Pays all applicable payroll vendors with month end payroll processing included but not limited to federal, state, local, quarterly, and annual payments as required by payroll vendors and Finance Director.
- Reviews and enters new hire payroll-related paperwork.
- Informs Finance Director of needed updates to payroll system or employee updates that need to go out to all employees. All-employee emails should come from the Finance Director or employee designated by City Administration.
- Coordinate with Human Resources for yearly benefit enrollment. All-employee emails regarding benefits should come from the Human Resources Coordinator or employee designated by City Administration.
- Answers payroll and financial-related questions for employees when necessary. Benefit related questions should be directed to Human Resources.
- Discusses with Finance Director when issues arise with interpretation of union contracts for clarification and direction.
- Maintains payroll related employee leaves, health insurance, retirement, and other employee benefit programs as directed.
- Monitors City's bank accounts with running ledger and informs Finance Director of any specific needs.
- May assist Finance Director in administrative work related to the City budget process.

Accountant III

- Includes all duties of Accountant I and II, as directed by Finance Director.
- Monitors and reconciles assigned general ledger accounts that consist of but are not limited to liability accounts, accounts payable, payroll payables, expenditures, and revenues.
- Assists the Finance Director in the operation and maintenance of the City's financial system. This may include but is not limited to the opening and closing of accounting periods,

developing user access to the different modules, defining varying levels of access and authority for individual users as specified by job requirements and internal control protocols.

- Reconciles City's bank accounts monthly which includes preparing journal entries for final processing by the Finance Director to balance and close monthly general and subsidiary ledgers, revenue, and expense accounts.
- Reconciles City purchase card program and prepares journal entry to expense accounts for final processing by the Finance Director.
- Maintains the fixed asset accounts of the City which include but are not limited to monitoring of capital outlay expenditures intermittently throughout the year and preparing general ledger journal entries capitalizing expenditures when necessary.
- Prepares annual audit work papers for Finance Director review before submission to auditors.
- Assists Finance Director in preparation of yearly budget document.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

Accountant I

- a. Graduation from a high school or GED, and
- b. Two years of experience in general office practices such as typing, data processing, and customer service, or
- c. Any equivalent combination of education and experience that demonstrates the ability to perform the job duties.

Accountant II

- a. Graduation from a high school or GED, and
- b. Five years of experience in public accounting/finance, including
- c. Five years of experience in general office practices such as typing, data processing, and customer service, or
- d. Any equivalent combination of education and experience that demonstrates the ability to perform the job duties.

Accountant III

- a. Bachelor's degree in business, accounting, or finance, and
- b. Five years of experience in public accounting/finance, including
- d. Five years of experience in general office practices such as typing, data processing, and customer service, or
- e. Any equivalent combination of education and experience that demonstrates the ability to perform the job duties.

LICENSE/CERTIFICATION

Accountant III

- Oregon Government Finance Officer's Professional Finance Officer Certification Program Certificate

KNOWLEDGE, SKILLS, AND ABILITIES

Accountant I, II, and III

- a. Working knowledge of computers and programs such as Microsoft Excel, Word, and PowerPoint.
- b. Skills in operating a 10-key calculator, phone, fax, and copy machine.
- c. Ability to perform basic arithmetic computations accurately and quickly.
- d. Ability to communicate effectively verbally and in writing.
- e. Ability to establish successful working relationships.
- f. Ability to work under pressure and with frequent interruptions.
- g. Ability to discern confidential information.

DESIRED QUALIFICATIONS

- Experience with ERP Software (Currently Tyler Technologies Incode Software).

SPECIAL REQUIREMENTS

- Must pass a background check.

TOOLS AND EQUIPMENT USED

- Use of computer or laptop for use in word processing, spreadsheets, databases, and other related software.
- Copier/printer/fax machine; ten-key calculator; and telephones.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this position, the employee is frequently required to sit, stand, bend, kneel, and stoop. The employee is required to use hands to finger, handle, or operate objects, tools, or controls and reach with hands and arms. Duties involve moving materials weighing up to 20 pounds on a regular basis and infrequently weighing up to 50 pounds. Close vision, color vision, peripheral vision, depth perception, low-light vision, and ability to adjust focus are required. The employee is required to hear and talk.

WORKING CONDITIONS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is typically performed in an office environment and exposure to video display terminals occurs on a regular basis. The noise level in the work area is typical of most office environments with telephones, office equipment, personal interruptions, and background noises but may be moderately loud depending on the activities in the space.

EMPLOYEE ACKNOWLEDGMENT

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

I acknowledge that I have received a copy of the **Accountant I, II, and III** job description. I understand that it is my responsibility to adhere to the Essential Duties and Responsibilities as outlined within this job description.

My signature below is evidence that I have reviewed and concurred that the above detailed job description appropriately describes the work of the position, including essential job functions, the minimum education and experience required of the position, and the physical demands of the position.

Signatures:

Accountant _____ (Designate I, II, or III)

Date

Print Name: _____

Finance Director

Date



IT Specialist I, II, and III

DEPARTMENT: Administration
DIVISION: Finance
SUPERVISOR: Finance Director
CLASSIFICATION: Non-Exempt (overtime eligible)
UNION: No
CONFIDENTIAL: Yes

POSITION SUMMARY

The Information Technology (IT) Specialist's role is to perform technical and administrative work on the City's technology infrastructure, design, develop, and launch efficient information systems and operations systems in support of core organizational functions. Provides support to internal and external users. Identify opportunities for upgrades, service additions, and ongoing maintenance needs.

SUPERVISION RECEIVED

Works under the general supervision of the Finance Director.

SUPERVISION EXERCISED

No supervision exercised.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following, but are not limited to:

IT Specialist I, II, and III

- Provides confidential support to administration to help maintain and oversee the City's technology infrastructure.
- Ability to discern confidential information.
- Maintains a positive relationship with supervisors, fellow employees, and vendors.
- Contributes to a positive work environment.
- Develops and maintains technical documentation that is reviewed and updated annually.
- Provides first- and second-level technical helpdesk support for users of all Information Technology supported systems, applications, and services; installs, maintains, upgrades computer hardware and software and peripheral equipment; and performs related duties as assigned.

IT Specialist I

- Maintains help desk ticket process and management through the City's desk ticket platform and/or creation of an internal ticketing system maintained by the City. Assesses and assigns tickets to IT staff.
- Follows up with internal customers to ensure tickets were completed with satisfaction and no other research or support is needed before closing a ticket.

- Maintains a high level of communication with internal customers and management as it relates to ticket status updates and scheduling.
- As a project team member, serves as the initial point of contact and receives, documents and coordinates problems reported to IT helpdesk; troubleshoots, diagnoses and resolves first- and second-level hardware, software, and peripheral problems; refers more complex problems to the supervisor, network administrator and/or vendors for resolution; documents actions taken in response to problems and requests; trains, advises and assists users with technical issues related to computer software and hardware.
- Troubleshoots general system issues for resolution, if possible, without creating a system ticket.
- Maintains computer hardware and software inventory database; prepares of old equipment for disposal.

IT Specialist II

- Includes all duties of IT Specialist I, as directed by supervisor.
- Maintains system performance by system monitoring and completing all system updates in a timely and scheduled manner.
- Performs network administration functions such as maintaining user accounts and passwords, installing, upgrading, and maintaining software on servers, upgrading server hardware, and troubleshooting and resolving network connectivity issues.
- Works with City vendors on opportunities for additional services and products and reports to supervisor on findings and recommendations for new/improved services.
- Sets up new employees including phone usage, windows applications, and other technology as needed by position.
- Assists with and/or provides training opportunities for end users using current IT systems and system security.
- Builds/sets up new computers. Erases/disables/recycles old equipment as approved by supervisor.
- Installs, configures, supports, and secures network printers; removes excessive computers from City domain; maintains information on computer accounts and disables and removes invalid computers; assists in performing network cabling duties.
- Maintains an equipment replacement schedule of IT Equipment by department. Plans replacements and updates schedule annually with supervisor during budget process.
- Sets up and maintains user security based on workflow development and through direction of the supervisor.
- Assists in facilitation of disaster recovery.
- Performs system backups and maintain a backup library for the City's network.
- Oversees installation, configuration, maintenance, and troubleshooting of end user workstation hardware, software, and peripheral devices.
- Ensures network connectivity of all servers, workstations, telephone equipment, fax machines, and other network appliances.

IT Specialist III

- Includes all duties of IT Specialist I and II, as directed by supervisor.
- Provides storage and server administration.
- Makes recommendations on design and implementation of IT infrastructure.
- Implements installation, upgrades, and support of applications used by the City (MS 365, GIS, Tyler Technologies, removes access capabilities, VPN access, and other City applications.
- Receives user questions, problems, and requests, either by telephone, in writing, or in person; answers user questions, resolves problems, and fulfills requests; maintains a log or database of problem reports and track until satisfactory resolution.
- Facilitates disaster recovery and business continuity planning.
- Installs and configures standard and specialized business software in accordance with established criteria; assists with installing software releases and upgrades; updates City computers to meet consistent software standards.
- Supports, maintains, and monitors internal and external networks and resolves network issues.

MINIMUM QUALIFICATIONS**EDUCATION AND EXPERIENCE****IT Specialist I**

- a. Graduation from a high school or GED; and
- b. One year of related experience (customer service, desktop support, demonstrated remote helpdesk, maintaining/installing computers, and troubleshooting), including
- c. One year of experience in general office practices such as typing, data processing, and customer service; and
- d. Working knowledge of computers and programs such as Microsoft Excel, Word, and PowerPoint; or
- e. Any equivalent combination of education and experience that demonstrates the ability to perform the job duties.

IT Specialist II

- a. Associates degree in business, computer science, computer engineering, system analysis OR any combination of education and experience that demonstrates the ability to perform the job duties; and
- b. Two years IT experience including gathering and analyzing information or data on current and future trends of best practice, and
- c. One year of Microsoft 365 experience (including teams).

IT Specialist III

- a. Bachelor's degree in business, computer science, computer engineering, system analysis OR any combination of education and experience that demonstrates the ability to perform the job duties; and
- b. Three years IT experience including developing frameworks for process improvement; and understanding of business functions to analyze and propose technical strategies for the business and mapping and document processes.

REQUIRED LICENSES/CERTIFICATIONS**IT Specialist II**

- CJS Certification.

IT Specialist III

- Certification in one or more technical or application support areas such as network administration and management, telephone systems, Internet and/or database administration.
- Microsoft 365 Certified: Enterprise Administrator Expert.
- Microsoft 365 Certified: Modern Desktop Administrator Associate.
- Microsoft 365 Certified: Security Operations Administrator Associate.

KNOWLEDGE, SKILLS, AND ABILITIES**IT Specialist I, II, and III**

- a. Skills in operating a phone, fax, and copy machine.
- b. Ability to work on-site at City Hall on a regular schedule.
- c. Ability to communicate effectively verbally and in writing.
- d. Ability to establish successful working relationships.
- e. Ability to work under pressure and with frequent interruptions.
- f. Ability to discern confidential information.

DESIRED QUALIFICATIONS

- a. Experience with Tyler Technologies Incode Software suite.
- b. GTEC Police support and service experience

SPECIAL REQUIREMENTS

- Must pass a background check.
- A valid state driver's license.
- Flex schedule availability for after hours and weekend work may be required for software updates and/or implementation.

TOOLS AND EQUIPMENT USED

- Use of computer or laptop for use in word processing, spreadsheets, databases, and other related software.

- Copier/printer/fax machine; ten-key calculator; and telephones.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this position, the employee is frequently required to sit, stand, bend, kneel, and stoop. The employee is required to use hands to finger, handle, or operate objects, tools, or controls and reach with hands and arms. Duties involve moving materials weighing up to 20 pounds on a regular basis and infrequently weighing up to 50 pounds. Close vision, color vision, peripheral vision, depth perception, low-light vision, and ability to adjust focus are required. The employee is required to hear and talk.

WORKING CONDITIONS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is typically performed in an office environment and exposure to video display terminals occurs on a regular basis. The noise level in the work area is typical of most office environments with telephones, office equipment, personal interruptions, and background noises but may be moderately loud depending on the activities in the space.

EMPLOYEE ACKNOWLEDGMENT

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

I acknowledge that I have received a copy of the **IT Specialist I, II, and III** job description. I understand that it is my responsibility to adhere to the Essential Duties and Responsibilities as outlined within this job description.

My signature below is evidence that I have reviewed and concurred that the above detailed job description appropriately describes the work of the position, including essential job functions, the minimum education and experience required of the position, and the physical demands of the position.

Signatures:

IT Specialist _____ (*Designate I, II, or III*)

Date

Print Name: _____

Finance Director

Date

City of St. Helens
Consent Agenda for Approval

OLCC LICENSES

The following businesses submitted a processing fee to the City for a Liquor License:

2022 RENEWALS

<u>Licensee</u>	<u>Tradename</u>	<u>Location</u>	<u>Purpose</u>
------------------------	-------------------------	------------------------	-----------------------

2022 NEW OWNERS

A copy of the OLCC application documents submitted for the businesses listed below were emailed to the Police Department for review. No adverse response was received.

<u>Licensee</u>	<u>Tradename</u>	<u>Location</u>	<u>Purpose</u>
Anomaly Brewing Company LLC	Crooked Creek Brewery	1935 Columbia BLVD	New BrewPub



St. Helens, OR

Expense Approval Register

Packet: APPKT00487 - AP 1.14.2022

Item #11.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
SHRED-IT C/O STERICYCLE INC	000717098	01/11/2022	POLICE DEPT SHRED SERVICE	100-705-52019	336.84
CITY OF ST. HELENS	1.7.2022 2	01/11/2022	TOY AND JOY AUCTION COUP...	100-703-52041	100.00
CITY OF ST. HELENS	1.7.2022	01/11/2022	TOY AND JOY AUCTION COUP...	100-703-52041	100.00
TRUVIEW BSI	720007246	01/11/2022	REPORT CHARGES	100-702-52019	180.50
METRO PRESORT	IN640059	01/11/2022	UB BILL PRINTING	100-707-52008	626.08
DAWN RICHARDSON - AP	12.30.21	01/12/2022	MILEAGE REIMBURSEMENT F...	100-707-52001	29.90
ACE HARDWARE - ST. HELENS	12.31.21 60176	01/12/2022	MATERIALS ACE ACCT 60176 - ...	100-708-52001	11.18
STAPLES BUSINESS CREDIT	1639573089	01/12/2022	OFFICE SUPPLES	100-707-52001	7.87
STAPLES BUSINESS CREDIT	1639573089	01/12/2022	OFFICE SUPPLES	100-715-52001	336.83
COLUMBIA COUNTY TRANSFER..	7698	01/12/2022	TRASH DUMP FEES ACCT 0017	100-706-52019	13.96
TROTTER & MORTON FACILITY ..	79123	01/12/2022	C11165 HVAC POLICE	100-705-52023	1,041.25
TROTTER & MORTON FACILITY ..	79134	01/12/2022	G10115 LIBRARY HVAC	100-706-52023	2,215.65
CINTAS	8405495107	01/12/2022	PARKS FIRST AID CABINET SER...	100-708-52001	91.01
CINTAS	8405495108	01/12/2022	CITY HALL FIRST AID CABINET ...	100-715-52001	94.79
SOLUTIONS YES	INV301768	01/12/2022	PRINT CHARGES CITY HALL PRI...	100-704-52001	48.13
DEPARTMENT OF TRANSPORT...	L0030077354	01/12/2022	DMV SERVICES	100-702-52001	3.00
TYLER TECHNOLOGIES INC	025-363023	01/15/2022	INSITE TRANS FEE	100-707-52019	10,283.75
Fund 100 - GENERAL FUND Total:					15,520.74
Fund: 201 - VISITOR TOURISM					
ACE HARDWARE - ST. HELENS	12.31.21 60174	01/12/2022	ACE MATERIALS ACCT 60174	201-000-52028	64.08
ACE HARDWARE - ST. HELENS	12.31.31 60180	01/12/2022	MATERIALS ACE ACCT 60180	201-000-52028	166.32
E2C	4451	01/12/2022	MONTHLY MARKETING TINA ...	201-000-52019	10,000.00
Fund 201 - VISITOR TOURISM Total:					10,230.40
Fund: 202 - COMMUNITY DEVELOPMENT					
MAYER REED INC	13198	01/12/2022	ST HELENS RIVERWALK	202-723-52055	49,480.85
BENHAM APPRAISAL SERVICES	21-095	01/12/2022	APPRAISALS REAL PROPERTY	202-721-52019	950.00
RADLER WHITE PARKS & ALEX...	32696	01/15/2022	WATERFRONT PROJECT	202-721-52019	550.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					50,980.85
Fund: 203 - COMMUNITY ENHANCEMENT					
ACE HARDWARE - ST. HELENS	12.31.21 60176	01/12/2022	MATERIALS ACE ACCT 60176 - ...	203-709-52028	6.99
Fund 203 - COMMUNITY ENHANCEMENT Total:					6.99
Fund: 205 - STREETS					
WEST MEYER INC	3002904	01/12/2022	PIPE RAIL	205-000-52019	3,720.00
EAGLE STAR ROCK PRODUCTS ...	40663	01/12/2022	ROCK SHOP	205-000-52001	142.70
DAVID EVANS AND ASSOCIATE...	500286	01/12/2022	COLUMBIA BLVD. SIDEWALK	205-000-53001	219.16
SCAPPOOSE SAND AND GRAVE...	T60055	01/12/2022	CR BY TON	205-000-52001	1,218.61
Fund 205 - STREETS Total:					5,300.47
Fund: 301 - STREETS SDC					
DAVID EVANS AND ASSOCIATE...	500286	01/12/2022	COLUMBIA BLVD. SIDEWALK	301-000-53001	219.15
Fund 301 - STREETS SDC Total:					219.15
Fund: 601 - WATER					
HACH	12823465	01/12/2022	REAGENT SET CHLORINE FREE ...	601-731-52001	76.07
HACH	12823465	01/12/2022	REAGENT SET CHLORINE FREE ...	601-732-52001	141.28
CLARK & SONS EXCAVATING I...	1	01/12/2022	LITTLE ST TUALA 7TH WATERL...	601-000-53001	39,834.12
ACE HARDWARE - ST. HELENS	60181 12.31.21	01/12/2022	ACE MATERIALS ACCT 60181	601-731-52001	33.96
ACE HARDWARE - ST. HELENS	60181 12.31.21	01/12/2022	ACE MATERIALS ACCT 60181	601-731-52001	28.68
Fund 601 - WATER Total:					40,114.11
Fund: 603 - SEWER					
AKS ENGINEERING & FORESTRY	8041-04-01	01/11/2022	TOPOGRAPHIC MAPPING SERV...	603-000-53001	4,583.75
MAILBOXES NORTHWEST	1.3.22	01/12/2022	POSTAGE	603-736-52001	7.07
MAILBOXES NORTHWEST	1.3.22	01/12/2022	POSTAGE	603-737-52001	7.07

Expense Approval Register

Packet: APPKT004

Item #11.

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE HARDWARE - ST. HELENS	12.31.31 60180	01/12/2022	MATERIALS ACE ACCT 60180	603-735-52001	7.00
ACE HARDWARE - ST. HELENS	12.31.31 60180	01/12/2022	MATERIALS ACE ACCT 60180	603-735-52001	16.99
ACE HARDWARE - ST. HELENS	12.31.31 60180	01/12/2022	MATERIALS ACE ACCT 60180	603-736-52001	18.38
ACE HARDWARE - ST. HELENS	12.31.31 60180	01/12/2022	MATERIALS ACE ACCT 60180	603-736-52001	36.73
ACE HARDWARE - ST. HELENS	12.31.31 60180	01/12/2022	MATERIALS ACE ACCT 60180	603-736-52001	30.68
ACE HARDWARE - ST. HELENS	12.31.31 60180	01/12/2022	MATERIALS ACE ACCT 60180	603-737-52001	30.69
ACE HARDWARE - ST. HELENS	12.31.31 60180	01/12/2022	MATERIALS ACE ACCT 60180	603-737-52001	18.37
ACE HARDWARE - ST. HELENS	12.31.31 60180	01/12/2022	MATERIALS ACE ACCT 60180	603-737-52001	28.34
DON'S RENTAL	563284	01/12/2022	PROPANE	603-736-52001	9.01
DON'S RENTAL	563284	01/12/2022	PROPANE	603-737-52001	9.01
COLUMBIA RIVER PUD	INV0002279	01/12/2022	38633 594 S 9 ST POWER	603-737-52003	14,996.09
OREGON DEPARTMENT OF RE...	L0012656672	01/12/2022	HAZARDOUS SUB FEE 451 PLY...	603-736-52083	544.00
Fund 603 - SEWER Total:					20,343.18

Fund: 702 - INFORMATION SYSTEMS

COMCAST BUSINESS	137955163	01/11/2022	FIBER INTERNET ACCT 934571...	702-000-52003	4,551.59
MORE POWER TECHNOLOGY ...	12933	01/12/2022	PREMIUM AGREEMENT MON...	702-000-52019	10,684.15
U.S BANK EQUIPMENT FINANCE	461712713	01/12/2022	CONTRACT PAYMENT EQUIPM...	702-000-52006	99.00
Fund 702 - INFORMATION SYSTEMS Total:					15,334.74

Fund: 703 - PW OPERATIONS

COLUMBIA RIVER FIRE AND RE...	21-12DEC	01/11/2022	SHARED COST JOINT MAINT	703-734-52099	1,462.31
SUNSET AUTO PARTS INC - NA...	12.31.2021	01/12/2022	AUTO PARTS ACCT 6355	703-734-52099	318.71
ACE HARDWARE - ST. HELENS	60181 12.31.21	01/12/2022	ACE MATERIALS ACCT 60181	703-734-52001	19.99
COLUMBIA COUNTY TRANSFER..	7698	01/12/2022	TRASH DUMP FEES ACCT 0017	703-734-52019	16.37
COLUMBIA COUNTY TRANSFER..	7698	01/12/2022	TRASH DUMP FEES ACCT 0017	703-734-52019	13.03
GENERAL EQUIPMENT COMP...	78652	01/12/2022	TUBE ASSEMBLY INTAKE	703-734-52099	472.95
TROTTER & MORTON FACILITY ..	79074	01/12/2022	C10245	703-734-52023	264.00
CINTAS	8405495109	01/12/2022	FIRST AID CABINET SERVICE	703-734-52019	82.10
Fund 703 - PW OPERATIONS Total:					2,649.46

Fund: 704 - FACILITY MAJOR MAINTNANCE

ACE HARDWARE - ST. HELENS	12.31.21 60174	01/12/2022	ACE MATERIALS ACCT 60174	704-000-53018	16.56
ACE HARDWARE - ST. HELENS	12.31.21 60174	01/12/2022	ACE MATERIALS ACCT 60174	704-000-53018	9.52
ACE HARDWARE - ST. HELENS	12.31.21 60174	01/12/2022	ACE MATERIALS ACCT 60174	704-000-53018	19.98
ACE HARDWARE - ST. HELENS	12.31.21 60174	01/12/2022	ACE MATERIALS ACCT 60174	704-000-53018	15.18
ACE HARDWARE - ST. HELENS	12.31.21 60174	01/12/2022	ACE MATERIALS ACCT 60174	704-000-53018	9.99
ACE HARDWARE - ST. HELENS	12.31.21 60174	01/12/2022	ACE MATERIALS ACCT 60174	704-000-53018	13.98
ACE HARDWARE - ST. HELENS	12.31.21 60174	01/12/2022	ACE MATERIALS ACCT 60174	704-000-53025	29.99
ACE HARDWARE - ST. HELENS	12.31.31 60180	01/12/2022	MATERIALS ACE ACCT 60180	704-000-53025	33.99
AMERICAN EXTERMINATION P...	161240	01/12/2022	SENIOR CENTER PEST CONTROL	704-000-53025	128.00
TROTTER & MORTON FACILITY ..	79134	01/12/2022	G10115 LIBRARY HVAC	704-000-53013	1,477.10
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					1,754.29

Grand Total: 162,454.38

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	15,520.74
201 - VISITOR TOURISM	10,230.40
202 - COMMUNITY DEVELOPMENT	50,980.85
203 - COMMUNITY ENHANCEMENT	6.99
205 - STREETS	5,300.47
301 - STREETS SDC	219.15
601 - WATER	40,114.11
603 - SEWER	20,343.18
702 - INFORMATION SYSTEMS	15,334.74
703 - PW OPERATIONS	2,649.46
704 - FACILITY MAJOR MAINTNANCE	1,754.29
Grand Total:	162,454.38

Account Summary

Account Number	Account Name	Expense Amount
100-702-52001	Operating Supplies	3.00
100-702-52019	Professional Services	180.50
100-703-52041	Community Support Funds	200.00
100-704-52001	Operating Supplies	48.13
100-705-52019	Professional Services	336.84
100-705-52023	Facility Maintenance	1,041.25
100-706-52019	Professional Services	13.96
100-706-52023	Facility Maintenance	2,215.65
100-707-52001	Operating Supplies	37.77
100-707-52008	Printing	626.08
100-707-52019	Professional Services	10,283.75
100-708-52001	Operating Supplies	102.19
100-715-52001	Operating Supplies	431.62
201-000-52019	Professional Services	10,000.00
201-000-52028	Projects & Programs	230.40
202-721-52019	Professional Services	1,500.00
202-723-52055	Riverwalk Project	49,480.85
203-709-52028	Projects & Programs	6.99
205-000-52001	Operating Supplies	1,361.31
205-000-52019	Professional Services	3,720.00
205-000-53001	Capital Outlay	219.16
301-000-53001	Capital Outlay	219.15
601-000-53001	Capital Outlay	39,834.12
601-731-52001	Operating Supplies	138.71
601-732-52001	Operating Supplies	141.28
603-000-53001	Capital Outlay	4,583.75
603-735-52001	Operating Supplies	23.99
603-736-52001	Operating Supplies	101.87
603-736-52083	Chemicals	544.00
603-737-52001	Operating Supplies	93.48
603-737-52003	Utilities	14,996.09
702-000-52003	Utilities	4,551.59
702-000-52006	Computer Maintenance	99.00
702-000-52019	Professional Services	10,684.15
703-734-52001	Operating Supplies	19.99
703-734-52019	Professional Services	111.50
703-734-52023	Facility Maintenance	264.00
703-734-52099	Equipment Operations	2,253.97
704-000-53013	Capital Outlay - Library	1,477.10
704-000-53018	Capital Outlay - City Hall	85.21
704-000-53025	Capital Outlay - Sr Center	191.98
Grand Total:		162,454.38

Project Account Summary**Project Account Key**

None

Expense Amount

162,454.38

Grand Total:**162,454.38**